

**EMERGENCY  
SOLICITATION FOR OFFERS**

**for**

**PROGRAM MANAGEMENT**

**SELECTED SERVICES –  
EMERGENCY CORONAVIRUS ASSISTANCE PROGRAMS**



**Solicitation for Offers (SFO) #:107140-063**

**Date Issued: June 4, 2021**

**Offer Due Date/Time: June 24, 2021/3:00 PM CDT**

**State of Louisiana  
Division of Administration  
Office of Community Development**

## Table of Contents

PART 1:	ADMINISTRATIVE AND GENERAL INFORMATION .....	6
1.1	Purpose.....	6
1.2	Goals and Objectives .....	7
1.3	Term of Contract .....	7
1.4	Definitions .....	7
1.5	Schedule of Events .....	8
1.6	Offer Submittal.....	9
1.7	Qualifications for Offeror .....	9
1.7.1	Mandatory Qualifications:.....	9
1.7.2	Desirable Qualifications.....	10
1.8	Offer Response Format .....	10
1.8.1	Cover Letter.....	10
1.8.2	Table of Contents .....	10
1.8.3	Executive Summary .....	10
1.8.4	Corporate Background, Financial Condition and Relevant Experience.....	11
1.8.5	Approach and Methodology.....	12
1.8.6	Proposed Staff Qualifications .....	14
1.8.7	Cost Offer .....	15
1.9	Number of Copies of Offers.....	18
1.10	Technical and Cost Offers.....	19
1.11	Legibility/Clarity.....	19
1.12	Confidential Information, Trade Secrets, and Proprietary Information.....	19
1.13	Information Security Controls .....	21
1.13.1	Breach Notification.....	21
1.14	Offer Clarifications Prior to Submittal.....	22
1.14.1	Pre-offer Conference .....	22
1.14.2	Offeror Inquiries .....	22
1.14.3	Blackout Period .....	22
1.15	Errors and Omissions in Offer .....	23
1.16	Changes, Addenda, Withdrawals .....	23

1.17	Withdrawal of Offer .....	24
1.18	Waiver of Administrative Informalities .....	24
1.19	Offer Rejection/SFO Cancellation.....	24
1.20	Ownership of Offer .....	24
1.21	Cost of Offer Preparation .....	24
1.22	Taxes.....	24
1.23	Determination of Responsibility.....	25
1.24	Prohibition of Joint Ventures/Subcontracting Information .....	25
1.25	Written or Oral Discussions/Presentations.....	26
1.26	Acceptance of Offer Content.....	26
1.27	Evaluation and Selection .....	26
1.28	Contract Award and Execution.....	26
1.29	Notice of Intent to Award.....	27
1.30	Right to Prohibit Award .....	27
1.31	Insurance Requirements for Contractors.....	27
1.31.1	Contractor's Insurance .....	27
1.31.2	Minimum Scope and Limits of Insurance .....	28
1.31.3	Deductibles and Self-Insured Retentions .....	29
1.31.4	Other Insurance Provisions .....	30
1.31.5	Acceptability of Insurers.....	30
1.31.6	Verification of Coverage .....	31
1.31.7	Subcontractors .....	31
1.31.8	Workers Compensation Indemnity .....	31
1.31.9	Duty to Defend.....	32
1.32	Indemnification and Limitation of Liability .....	32
1.33	Billing and Payment.....	33
1.33.1	Payment for Services Provided on an Hourly Fee Basis .....	34
1.33.2	Payment for Other Direct Costs .....	34
1.33.3	Retainage.....	34
1.34	Termination .....	35
1.34.1	Termination of the Contract for Cause .....	35
1.34.2	Termination of the Contract for Convenience .....	35
1.34.3	Termination for Non-Appropriation of Funds .....	36

1.35	Assignment .....	36
1.36	Right to Audit.....	36
1.37	Civil Rights Compliance .....	37
1.38	Record Ownership .....	37
1.39	Entire Agreement/ Order of Precedence .....	38
1.40	Contract Modifications.....	38
1.41	Substitution of Personnel .....	38
1.42	Governing Law .....	38
1.43	Claims or Controversies.....	39
1.44	Code of Ethics, Conflicts and Other Procurement Limitations.....	39
1.45	Corporation Requirements.....	39
1.46	Prohibitions of Discriminatory Boycotts of Israel.....	40
1.47	Public Communications .....	40
1.48	Verification .....	40
1.49	Security .....	40
1.50	CYBERSECURITY TRAINING .....	41
PART 2:	SCOPE OF WORK/SERVICES - PROGRAM MANAGEMENT SERVICES.....	42
2.1	Scope of Work .....	42
2.2	Tasks and Services .....	43
2.3	Deliverables .....	50
2.4	Technical Requirements .....	51
2.5	Project Requirements.....	51
PART 3:	EVALUATION .....	57
3.1	Technical Evaluation.....	57
3.2	Cost Evaluation.....	59
PART 4:	PERFORMANCE STANDARDS.....	60
4.1	Performance Requirements .....	60
4.2	Performance Measurement/Evaluation/Monitoring Plan .....	60
4.2.1	Performance Measures/Evaluation:.....	60
4.2.2	Monitoring Plan:.....	60
	ATTACHMENT I: CERTIFICATION STATEMENT .....	61
	ATTACHMENT II: SAMPLE CONTRACT.....	63
	ATTACHMENT III: COST OFFER TEMPLATE.....	90
	ATTACHMENT IV: STAFFING PLAN TEMPLATE .....	92

## **IMPORTANT DISCLAIMERS**

This Solicitation for Offers (“SFO”) is issued under authority of Governor John Bel Edwards Proclamation of Emergency, 94 JBE 2021 Extension of Emergency Provisions Due to Covid-19 Public Health Emergency.

OCD-DRU is soliciting offers from interested entities that wish to provide selected program management services for any federal or state funded (in whole or in part) programs or initiatives related to Emergency Coronavirus Assistance.

Due to the state of emergency, this SFO is being issued as an emergency solicitation under authority of the Executive Order and ordinary procurement laws are suspended. Time is of the essence in identifying and contracting with qualified entities to assist with the State of Louisiana’s emergency Coronavirus assistance.

This Solicitation for Offers (“SFO”) is to obtain information and costs and does not guarantee an award. This information will be reviewed and discussed by the Office of Community Development and may or may not result in an award of a contract/purchase order.

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a response to this SFO identified as such must be clearly marked and will be handled in accordance with the Louisiana Public Records Act, La. R.S. 44:1-44, and applicable rules and regulations. Any response marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

**SOLICITATION FOR OFFERS  
FOR  
PROGRAM MANAGEMENT  
SELECTED SERVICES -- EMERGENCY CORONAVIRUS ASSISTANCE PROGRAMS**

**PART 1: ADMINISTRATIVE AND GENERAL INFORMATION**

**1.1 Purpose**

The United States Congress has passed several laws to provide fast and direct economic assistance for workers, families, small businesses and industries to respond to the Coronavirus, including but not limited to, to date, the 2020 CARES Act, the Consolidated Appropriations Act (2020) and the American Rescue Plan (2021). These Acts include several programs which provide grants or allocations to states for the implementation of various programs which provide direct economic assistance to persons impacted by the pandemic.

The Louisiana Division of Administration, Office of Community Development (hereinafter referred to as the "OCD") works in concert with other state entities in the implementation of such programs. OCD is issuing this SOLICITATION FOR OFFERS (SFO) to solicit offers from interested entities that wish to provide services needed in connection with program management selected services for any federal or state funded (in whole or in part) programs or initiatives currently existing or yet to be defined of which OCD administers or has a participating function related to Emergency Coronavirus Assistance. These programs are collectively referred to as the "Program".

The initial emphasis of the services secured through this SFO will be Louisiana's Emergency Homeowner Assistance Fund Program. The description of the scope and guidance of the program can be found at the U.S. Treasury website at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/homeowner-assistance-fund>. OCD is currently preparing the Housing Assistance Fund Plan as specified in the Treasury guidance at <https://home.treasury.gov/system/files/136/HAF-Guidance.pdf>. The successful Offeror(s) may also be tasked with providing services in connection with the Emergency Rental Assistance Program (FRAP). Treasury's description of the scope and guidance of that program is located at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program>. The coordinated Louisiana state agencies administering that program have designated the Division of Administration as program lead. Information on Louisiana's ERAP is located at <https://www.lastaterent.com/>. The State also provides subgrants to certain local governmental units and tasks associated with this subgrants are within the scope of this SFO.

OCD seeks Offerors who will provide comprehensive services that (1) are based on an understanding of the Program as outlined in the resource link above and, (2) provide the scope and breadth of services that are responsive to the present and future needs of the Program, and, (3) ensure all work is performed in a timely manner in accordance with programmatic, statutory, and regulatory requirements.

As a result of this SFO, the State may select multiple Contractors to provide program management selected services for certain tasks of the Program, and a selected Offeror(s) may not be the exclusive provider of that service. Other providers may be pre-existing or acquired through simultaneous or

subsequent procurement. Compensation for the task(s) assigned will be based on the hourly rates as provided in the selected offer(s) or lower negotiated rates.

The successful Contractor(s) will be required to coordinate and integrate awarded operational areas into existing and/or new program processes and systems, working with other State contractors and/or representatives, as specified by the State.

## 1.2 Goals and Objectives

The objectives include, but are not limited to, assisting OCD with the administration of the Program; and assisting the State of Louisiana with maintaining compliance with federal requirements and OCD's business requirements.

## 1.3 Term of Contract

The term of any contract resulting from this SFO shall begin on or about July 15, 2021 and is anticipated to end on July 14, 2024. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals.

## 1.4 Definitions

Agency	Office of Community Development (OCD)
Contractor	The selected Offeror following negotiation, execution and required approvals of executed contract <b>There may be more than one Contractor.</b>
Contractor's Program Director	Contractor's principal point-of-contact for the State.
Discussions	For the purposes of this SFO, a formal, structured means of conducting written or oral communications/presentations with responsible Offerors who submit offers in response to this SFO.
DOA	The Division of Administration
ERAP	Emergency Rental Assistance Program
GOHSEP	The Louisiana Governor's Office of Homeland Security and Emergency Preparedness
HAF	Homeowner Assistance Fund
HAF Plan	Proposed activities approved by Treasury as provided in the U. S. Treasury Homeowner Assistance Fund (HAF) Guidance.
IT Services	The State Office of Technology Services (OTS) will provide IT services for the State to support these SFO services, unless specified in this SFO to be provided by the successful Offeror.
LHC	The Louisiana Housing Corporation
May, Should and Can	Denote an advisory or permissible action.
Must, Shall or Will	Denotes mandatory requirements that must be met without alteration.
OCD	The Louisiana Office of Community Development
OSP	Office of State Procurement
OTS	Office of Technology Services, Division of Administration, State of Louisiana

Program	Assistance programs, funded in whole or in part by federal funds, which provide economic assistance or services relating to the consequences of the coronavirus pandemic
PAC	Program Assistance Center. Facilities set up to assist eligible applicants for Programs with their applications and questions.
Program Management Selected Services	Denotes specific services to be provided by the Contractor(s) awarded a contract under this SFO.
Offeror	A firm or individual who responds to this SFO.
QA/QC	Quality assurance and quality control processes are the combination of quality assurance, the process or set of processes used to measure and ensure the quality of a service (e.g. policy, eligibility determinations), and quality control, the process of ensuring services meet OCD expectations. Quality assurance is process oriented and focuses on defect prevention, while quality control is product oriented and focuses on defect identification.
SFO	Solicitation for Offer
State	The term “State” shall mean the State of Louisiana and its departments, agencies (including the Division of Administration, Office of Community Development, the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.
State Program Manager (SPM)	Provide oversight of Contract and serves as the principal point of contact on behalf of the State concerning Contractor’s performance under the Contract resulting from this SFO. Also oversees the implementation of the Program, including overseeing the corresponding day-to-day activities of the Contractor.
Third Party Requests for Release of Information	Request from public for information that Contractor holds.
Treasury	U.S. Treasury, which is administering various coronavirus pandemic related assistance programs.
Treasury HAF Guidance	<a href="https://home.treasury.gov/system/files/136/HAF-Guidance.pdf">https://home.treasury.gov/system/files/136/HAF-Guidance.pdf</a>

## 1.5 Schedule of Events

<u>Event</u>	<u>Date</u>
SFO advertised in newspapers and post to LaPAC	Friday, June 4, 2021
Deadline for receipt of written inquiries	4:00 pm CDT, Friday, June 11, 2021
Deadline to answer written inquiries	Tuesday, June 15, 2021
Deadline for receipt of offers	3:00 pm CDT, Thursday, June 24, 2021
Presentations & Discussions, If applicable	July 6-8, 2021
Notice of Intent to award announcement on or about	July 9, 2021
Contract execution, on or about	July 15, 2021

**NOTE: The State of Louisiana reserves the right to revise this schedule. Revisions, if any, before the Offer Submission Deadline will be formalized by the issuance of an addendum to the SFO.**



## 1.6 Offer Submittal

Firms or individuals who are interested in providing services requested under this SFO must submit an offer containing the mandatory information specified in this SFO. The offer must be submitted in hard copy and electronic versions as specified in Section 1.10 and must be received by the Program Management Selected Services- Emergency Coronavirus Assistance Programs SFO Coordinator on or before the date and time specified in the Schedule of Events. FAX or e-mail submissions shall not be acceptable. Offerors mailing their offers should allow sufficient mail delivery time to ensure receipt of their offer by the time specified.

The Offeror should label offer submissions as follows:

Program Management Selected Services -- Emergency Coronavirus Assistance Programs  
Offeror's Name

The offer package must be delivered at the Offeror's expense to:

Program Management Selected Services -- Emergency Coronavirus Assistance Programs SFO Coordinator  
Office of Community Development  
Disaster Recovery Unit  
617 N. Third Street, 6<sup>th</sup> Floor  
Baton Rouge, LA 70802

Offerors should be aware of security requirements for the building and allow time to be photographed and presented with a temporary identification badge. The responsibility solely lies with each Offeror to ensure their offer is delivered at the specified place and prior to the deadline for submission. Offers received after the deadline will not be considered. **Offerors are hereby advised that the U.S. Postal Service does not make deliveries to OCD's physical location.**

## 1.7 Qualifications for Offeror

### 1.7.1 Mandatory Qualifications:

Offerors must meet the following qualifications prior to the deadline for receipt of offers.

1. The Offeror shall provide a statement of whether, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, the explanation providing relevant details. **This statement must be provided even if there are/were no such proceedings.**
2. The Offeror shall provide a statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Offeror's performance in a contract under this SFO. **These statements must be provided even if there are/were no such proceedings.**

3. The Offeror shall provide a statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant in a customer matter. **These statements must be provided even if there are/were no such proceedings.**

### **1.7.2 Desirable Qualifications**

OCD desires that the Offeror's resources meet or exceed qualifications listed in Part 2, Scope of Services for Program Management, and Staff Qualifications, Section 1.8.6 of this SFO.

## **1.8 Offer Response Format**

Offers submitted for consideration should follow the format and order of presentation described below:

### **1.8.1 Cover Letter**

A cover letter should be submitted on the Offeror's official business letterhead explaining the intent of the Offeror and include the signature of an authorized representative.

### **1.8.2 Table of Contents**

The offer should be organized in the order contained below.

### **1.8.3 Executive Summary**

This section serves to introduce the scope of the offer. It should include administrative information including, Offeror contact name, email address and phone number, and the stipulation that the offer is valid for a time period of at least one hundred eighty (180) calendar days from the offer deadline submission specified in Section 1.6, Calendar of Events. This section should also include the following:

- 1) A summary of the Offeror's qualifications;
- 2) A brief statement of the Offeror's understanding of the scope of work to be performed;
- 3) Confirmations addressing all mandatory statements detailed in Section 1.7.1;
- 4) Ability to meet the State agency's overall requirements in the timeframes set by the agency;
- 5) Confirmation that, if awarded a contract, the Offeror acknowledges its complete responsibility for the entire contract, including payment of any and all charges resulting from the contract.
- 6) Confirmation that the Offeror has the appropriate state business license(s) required for this offer, or, if allowed by law, will obtain such business license;
- 7) Confirmation that the Offeror has not had a record of substandard work within the past five (5) years;
- 8) Confirmation that the Offeror has not engaged in any unethical practices within the past five (5) years;
- 9) Confirmation that Offeror has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

- 10) Has a written agreement with any person or subcontractor listed in the proposed project staff or team;
- 11) State whether the Offeror has, in force, insurance coverage that meets the requirements of Attachment II, Sample Contract, or if the Offeror does not currently meet the requirements, its ability and commitment to obtain all required insurance coverages;
- 12) Provide a descriptive list of all criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Offeror or any of its officers, directors, or management personnel were or are defendants or targets of investigation;
- 13) Provide a descriptive list of all civil lawsuits in the past five (5) years in which the Offeror or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000; and
- 14) Any other information that the Offeror feels appropriate.

The executive summary should include a positive statement of compliance with the contract terms, see Sample Contract, Attachment II. If the Offeror cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Offeror should address the specific language in the Sample Contract, Attachment II and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered. Selection of an Offeror(s) does not require OCD to agree to any proposed deviation(s). Negotiations may begin with the announcement of the selected Offeror(s).

#### **1.8.4 Corporate Background, Financial Condition and Relevant Experience**

The Offerors should give a brief description of their company including brief history, corporate or organization structure, number of years in business, and copies of its latest three (3) years of financial statements, preferably audited.

This section should provide a detailed discussion of the Offeror's prior experience in working on projects similar in size, scope, and function to the proposed contract. Offerors should describe their specific, concrete and verifiable experience in other states or in corporate/governmental entities of comparable size and diversity with references from previous clients including names, telephone numbers, and email addresses. The Offer should also:

- Describe all major engagements during the past ten (10) years in which the Offeror has rapidly started up to implement any business or governmental activity with annual expenditures in excess of \$100 million. For each engagement, list the length of time between the award of contract and the start of the implementation activities. Provide specifics about the roles and responsibilities assigned and carried out by the Offeror in each of the engagements.
- Describe all major engagements during the past ten (10) years in which the Offeror assisted a governmental entity in managing the delivery of disaster-related assistance. Provide specifics about the roles and responsibilities assigned and carried out by the Offeror in each of the engagements.
- Describe all major engagements during the past ten (10) years in which the Offeror has assisted a governmental entity in managing the delivery of public/private financing packages, financial

assistance and/or related advisory services for/or related to mortgage, consumer debt or household expense. Provide specifics about the roles and responsibilities assigned and carried out by the Offeror in each of the engagements.

- Describe any other experience or characteristics of the Offeror which would be uniquely relevant in evaluating the experience of your firm to handle the proposed project, with particular regard to its scale and the State's goal of rapid implementation.
- Describe the Offeror's presence in Louisiana and commitment to hiring Louisiana residents and subcontractors who employ or will employ Louisiana residents/entities.
- Identify specific experience with disaster management and/or direct assistance programs. The information should detail the phases of the program that the Offeror participated in and roles and responsibilities carried out.

Offerors should clearly describe their ability to meet or exceed the desired qualifications described in the Desirable Qualifications for Offeror section. The State reserves the right to request any additional information to assure itself of an Offeror's financial condition and experience.

### **1.8.5 Approach and Methodology**

Offers should include enough information to satisfy evaluators that the Offeror has the appropriate experience, knowledge and qualifications to perform the scope of services as described herein. Offerors should respond to all requested areas.

1. Describe the Offeror's understanding of the nature of the Scope of Services and how its Offer will best meet the needs of the State;
2. Describe the approach and methodology for starting up and maintaining operations, including capabilities for staffing Program Management Services for programs of the nature described in the Treasury HAF Guidance. Also describe the approach and methodology for starting up and maintaining operations, minimizing risk, ensuring completion of critical tasks, providing satisfactory customer service, and implementing a quality assurance process;
3. Approach for maximizing use of local and/or low to moderate income and/or Disadvantaged Business Enterprise entities in subcontractor roles;
4. Approach for maximizing use of local labor and use of low to moderate income labor in staffing proposed operations;
5. Approach for managing program operations for each specific task and area of operation to provide greater efficiency and effectiveness and optimize the use of personnel and other resources;
6. Approach for processing, disbursing, and closing all Program award and, closing out the Program operations;
7. Proposed Program work plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing;

8. Describe the proposed mechanisms for delivering services, e.g. through new offices operated by the Contractor, through the facilities of subcontractor firms (such as financial institutions, housing counseling agencies, or accounting firms), or via telephone, via a website, via mobile offices, or other means;
9. Describe the Offeror's strategy for providing back-office functions, such as accounting, information technology, software changes;
10. Describe the Offeror's strategy for working within the Program approved system(s) and reporting on deliverables and performance metrics in a regular and consistent manner
11. Describe the Offeror's strategy for ensuring collaborative, consistent and productive communication with State-assigned QA/QC contractor, State-assigned Software contractor and other Program contractors;
12. Describe the Offeror's strategy for working with multiple contractors contracted with OCD or other state agencies for implementation of the Program;
13. Describe the strategy for recruiting and hiring any subcontractors that are essential to the Program's success, but have not yet been identified. Additionally, describe how the Offeror will work with and manage the selected subcontractors. Such subcontractors may be described generically, for example, local financial institutions, Certified Public Accounting (CPA) firms, title companies, etc.;
14. Describe the strategy for ensuring fiscal controls will be effective for preventing fraud and abuse, and for complying with state and federal guidelines;
15. Describe the strategy for integration of assistance to applicants by texting, phone, online emails, and in-person meetings.
16. Include a proposed Program schedule and budget that includes the details specified below. For purposes of preparing information required in Paragraphs A-D below,
  - A. The Offeror's Program schedule and staffing template Plan will be used in evaluating the Offeror's approach and methodology score. The Offeror should provide a proposed Program schedule that indicates estimated volumes of tasks/milestones to be completed by month for the first 12 months. The Program schedule should be in the form of a spreadsheet with two sections: one with monthly columns with incremental numbers and a second section with monthly columns with cumulative numbers.

The following list provides the Program tasks that should be provided in the Schedule.

- Outreach
- Establish Eligibility Determination framework
- Establish Grant Amount Determination Framework
- Establish Anti-Fraud, Waste, and Abuse (AFWA) framework

- Establish Disbursement Infrastructure
  - Develop outreach and communications programs
  - Commence Outreach and Communications
  - Commence Intake
  - Implementation of program, including intake, eligibility determinations, AFWA processes, grant amount determination, grant disbursements, and grant recapture
  - Grant Closeout Processes
- B. The State is seeking the best level of effort and labor mix to most efficiently and effectively accomplish the mission contained within this SFO. The Staffing plan shown in Attachment IV, Staffing Plan Template should be completed for the first twelve (12) months of the contract. The staffing template should reflect the schedule prepared in response to Paragraph A of this Section.
- C. A projected monthly budget for the first twelve (12) months should be used to provide the Contractor's level of effort. In the projected monthly budget include only labor (hourly) billable positions listed in the Cost Offer Template, Attachment III. Additionally, the Offeror should include every position title from Cost Offer Template, Attachment III for which the Offeror intends to bill the State. The monthly budget should reflect the schedule prepared in response to Paragraph A of this Section.

In addition, the Offeror should submit a detailed line item budget for expected Other Direct Costs (ODC) expenses (for example outreach, communications, the acquisition of computer equipment, phones and office furniture) expected in the first twelve (12) months. Any items to be leased should be specified in the budget and Offeror should clearly identify the additional costs that extend beyond the first twelve (12) months. Assume the State will lease the Program Assistance Centers (PACs). The Offeror should also provide information on any additional software systems needed to perform the work described in the Offer.

### **1.8.6 Proposed Staff Qualifications**

The Offeror should provide detailed information about the specific and relevant experience and qualifications of the Offeror's assigned personnel considered key to the success of the Program. This includes the Offeror's own staff and staff from any subcontractors to be used. The Offeror should demonstrate that their staff (and any subcontractor(s) used) meet the desirable qualifications and have the necessary experience and knowledge to successfully implement and perform the tasks and services listed within the Part 2, Scope of Services. The Offeror should identify subcontractors they have previously worked with on other projects and those that would be a new partner arrangement.

Any subcontractor included in the Offer must have agreed in writing to being included in the Offeror's proposed project staff or team. Any such written agreement must be produced to OCD upon request. Any financial terms and personally identifying information (i.e. social security number) may be redacted from the production to OCD.

Demonstration of experience and knowledge should include education, training, technical experience, functional experience, specific dates and names of employers, relevant and related experience, past and

present projects with dates and responsibilities and any applicable certifications. Customer references (name, title, company name, address, email addresses, and telephone number) should be provided for the cited projects in the individual resumes.

No key personnel may be assigned to the resulting contract without the written consent of the State. All personnel will be paid in accordance with the rates offered or lower negotiated rates.

The Offeror shall also provide an organization and staffing plan that specifically includes the required number of personnel, role and responsibilities of each person assigned to the Program, their planned level of effort, their anticipated duration of involvement, and their on-site availability. The Offeror should demonstrate their ability to adequately staff and scale personnel levels to maintain agreed upon service levels throughout the life of the Program. The Offeror should use the Staffing Plan Template, Attachment IV to help in imparting this information. See Proposed Program Schedule and Budget section in Section 1.8.5, Approach and Methodology for further details.

### **1.8.7 Cost Offer**

The Offeror must provide all cost information in the Cost Offer Template, Attachment III. All cost information should be reflective of the Offeror's approach and methodology. All labor categories rates and other direct costs are subject to written approval by the State.

If any part of the Cost Offer Template Attachment III is:

- Left blank;
- Multiple prices are proposed for any hourly rate; or
- Any changes are made to wording in the Cost Template,

**THE OFFER WILL BE CONSIDERED NON-RESPONSIVE.**

**The successful Offeror(s) from this SFO may not charge higher than the proposed billable rates. OCD reserves the right to negotiate lower rates/fees for all services or portions thereof. OCD requires the proposed or lower negotiated rates/fees must be effective for the entire contract term and any option period.**

Supplies not individually listed within Section 1.8.7.2 Other Direct Costs, or otherwise approved by the State, shall be provided by the Contractor at its own cost.

#### **1.8.7.1 Hourly Fee Basis for Program Management Services**

The Offeror must provide the hourly rates for providing the services described in Scope of Work/ Services, Program Management Services, Part 2. Desirable qualifications for each labor category are included in the Scope of Services, Program Management Services, Part 2, under Section 2.5 labeled Staff Project Requirements. Hourly billing rates for each labor classification listed in the Cost Offer Template, Attachment III must be provided. The Contractor must anticipate that personnel will work a maximum of forty (40) hours per week to complete the assigned tasks. Any hours above forty (40) per week may require advance/prior approval by the State and/or State Program Manager (SPM) and will be paid at the same agreed-upon billing rates listed in the aforementioned Cost Offer Template or lower negotiated rates.

### **1.8.7.2 Other Direct Costs**

Other Direct Costs (ODCs) may include, by example: postage (includes US mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor's operations under the contract for these SFO services (per State PPM 49) (State does not anticipate any such travel); security for on-site inspections on a pre-approved basis; notary service fees, and legal service fees related to Third Party Requests for Release of Information. Any equipment obtained by Contractor for purposes of the Program to be included as ODC must be purchased, not leased, unless specifically approved by OCD.

Wireless communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for FTEs performing field based work CANNOT be charged by the Contractor as an ODC, but must be included in the hourly rates proposed.

The Offeror should provide information on any additional software systems needed to perform the work described in the offer. See Section 1.8.3 below for further information.

Prior to purchasing, or leasing with approval, any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

### **1.8.7.3 State Furnished Resources**

The state shall provide the Grant Management System (the system of record and the program application used for processing applicants during the application process) and hosted by the State. (The State may consider other software systems of record offered by the Offeror and will evaluate them based on their capability and complete functionality; any software proposed by the Offeror if utilized for the Program must be available on a royalty free basis to the State and its contractors for use associated with the Program which right must survive the termination of the Contract.) The Contractor shall provide design documentation along with functional and business requirements to the State for any customization required for the state provided system to perform the services of this Contract. Upon State's approval, the State, with support from the Contractor, will work with appropriate software vendors to implement the request(s).

Additional software or licenses required to perform the services of this contract, subject to written approval from the State, will be reimbursable as an ODC. Any such software will be hosted by the State. Upon termination of this Contract such software and licenses shall be transferred to the State.

Any end-user facing equipment (such as tablets or PC's), software, personnel in support of that equipment (i.e. Helpdesk), and any network connectivity to the end user facing equipment are the responsibility of the Contractor. This will include any network equipment required to establish network connectivity via full peer-to-peer VPN tunnel connecting back to the State provided hosting environment (split tunnels will be strictly prohibited).

For facilities provided by the State, the Contractor will be required to provide desks/cubicles, office chairs, personal computer workstations, operating software, internet service, network printers, LAN networking



equipment, faxes, copiers, telephones and telephone service, parking, PC/desktop support, and LAN support for all staff and other non-Contractor personnel assigned by OCD at the location. Accordingly, the selected Contractor shall make full use of all available equipment prior to requesting additional equipment. Requests for additional equipment and supplies require Contractor's justification and State approval. Contractor will be responsible for providing its own office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, labels, tape, envelopes, etc.) at its own cost.

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this contract, the assigned SPM shall be the principal point of contact for the Contractor's performance under this contract.

Contractor shall be required to immediately notify the SPM in writing of circumstances where the nature or quantity of any resource provided under this section, or the failure of the State to provide resources required under this section, is preventing the performance of Contractor's obligations under this Contract. In the event that Contractor fails to provide such notice to the SPM, the Contractor may not base any delay or lack of performance under this Contract on the nature or quantity of resources provided under this Section or failure to provide required resources.

#### **1.8.7.4 Contractor Furnished Resources**

OCD could require the Contractor to provide or maintain operations of facilities for Program Assistance Centers (PAC) .

Contractor may be instructed by OCD to provide equipped minimal office space for other personnel, i.e. QA/QC contractor personnel, non-Contractor personnel, etc.

#### **1.8.7.5 Facility Requirements**

Each Contractor facility must contain adequate office space, desks/cubicles, office chairs, office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, labels, tape, envelopes, etc.), document destruction services, Internet service, data circuits, and parking for all staff at the location. The facility shall be available outside normal working hours and on weekends without additional charges. Unarmed guard services or approved security access are required at each facility to monitor and screen access and activities of all employees and visitors. Each facility must meet all governmental requirements for fire safety, accessibility, seismic and sustainability standards. Proposed space shall not be in the 100 year flood plain unless the State has determined it to be the only practicable alternative.

All devices, software subscriptions and software, except wireless communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for FTEs performing field based work, shall be furnished by the Contractor as an ODC in compliance with all OTS standards and policies. This applies to personal computer workstations, laptop computers, LAN equipment, printers, copiers, multi-function devices, fax machines, and telephones.

For all facilities, the Offeror shall be responsible for provisioning personal computer workstations, mobile devices, operating software, internet service, network printers, LAN networking equipment, faxes, copiers, telephones and telephone service, parking, PC/desktop support, and LAN support for all staff at the location. This will include any network equipment required to establish network connectivity via a full

peer to peer VPN tunnel connecting back to the State provided infrastructure. (Split tunnels will be strictly prohibited.)

See Section 4.3.1 in Attachment II, Sample Contract, for requirements concerning disposal of all ODC equipment, licenses, etc.

#### **1.8.7.6 Certification Statement**

The Offeror must sign and submit Attachment I, the Certification Statement.

#### **1.8.7.7 Outsourcing of Key Internal Controls**

The State will also require the Contractor and/or subcontractors to submit to an independent SSAE 18 No. 18 (SSAE 18) audit of its internal controls and other financial and performance audits from outside companies to ensure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit contractor will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the independent audit. The audit contractor will submit to the State and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit contractor's tests of the operating effectiveness of controls.

The Contractor must have a completed audit engagement letter within twelve (12) months of the contract start date. The Contractor shall supply OCD with an exact copy of the report within thirty (30) calendar days of completion. When required by the State, such audits may be performed annually during the term of the contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State. The cost of the audits shall be borne by the State as an ODC provided prior written approval was obtained from the State.

### **1.9 Number of Copies of Offers**

The State requests that the number of technical and cost offer copies detailed in Section 1.10 be submitted to the Program Management Selected Services- Emergency Coronavirus Assistance Programs SFO Coordinator at the address specified. At least one (1) copy of the offer should contain original signatures of those company officials or agents duly authorized to sign offers or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if the Offeror is a corporation. The offer containing original signatures will be retained for incorporation into any contract(s) resulting from this SFO.

### **1.10 Technical and Cost Offers**

The State requests the following:

- One (1) Original (clearly marked “Original”) and seven (7) numbered paper copies of the technical offer. All should be clearly marked technical offer.
- Two (2) portable drives (i.e., USB flash drive) of the entire technical offer in PDF and Word Format. All should be clearly marked technical offer.
- One (1) Original (clearly marked “Original”) and two (2) numbered copies of the cost offer. All should be clearly marked cost offer.
- Two (2) portable drives (i.e., USB flash drive) of the entire cost offer in Word and Excel format. All should be clearly marked cost offer.
- If applicable, Offeror should also submit one (1) paper copy and one (1) portable drive of the redacted version of the offer. All should be clearly marked Redacted.

**NOTE: Financial statements for any Offeror who is a non-publicly traded entity should be submitted separately from the technical offer. Two (2) hard copies of the appropriate financial statements should be submitted and clearly marked “Financial Statements”.**

### **1.11 Legibility/Clarity**

Responses to the requirements of this SFO in the formats requested are desirable with all questions answered in as much detail as practicable. The Offeror’s response should demonstrate an understanding of the requirements. Offers prepared simply and economically, providing a straightforward, concise description of the Offeror’s ability to meet the requirements of the SFO are also desired. Each Offeror shall be solely responsible for the accuracy and completeness of its offer.

### **1.12 Confidential Information, Trade Secrets, and Proprietary Information**

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this contract, or which become available to the Contractor in carrying out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly

available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the Contractor discuss and/or release information to the media concerning this project without prior express written approval of OCD.

Information contained within the response that has been designated by the Offeror as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the offer. The cost offer will not be considered confidential under any circumstance. Any offer copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 *et. seq.*) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Offerors are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections shall be claimed by the Offeror at the time of submission of their technical offer. Offerors should refer to the Louisiana Public Records Act for further clarification.

The Offeror shall clearly designate the part of the offer that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Offeror shall mark the cover sheet of the offer with the following legend, specifying the specific section(s) of the offer sought to be restricted in accordance with the conditions of the legend:

**"The data contained in pages \_\_\_\_\_ of the offer have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Offeror as a result of or in connection with the submission of its offer, the State of Louisiana shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the State of Louisiana's right to use or disclose data obtained from any source, including the Offeror, without restrictions."**

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

Offerors must be prepared to defend the reasons why the material should be held confidential. If a competing Offeror or other person seeks review or copies of another Offeror's confidential data, the State will notify the owner of the asserted data of the request. If the State determines that the information is not confidential and the owner of the asserted data does not want the information disclosed, within two (2) business days of being notified of the State's determination and intent to release the information, the Offeror must notify the State that it desires to seek protective relief to prevent the disclosure. Notice of the institution of legal action must be received by 5:00 pm, Louisiana central time the next business day thereafter. Neither the State nor the requesting party shall be liable for damages, attorneys' fees or costs of the Offeror in seeking the protective order.

With respect to information which the State does agree is confidential, the Offeror must agree to indemnify the State and hold the State harmless against all actions or court proceedings that may ensue

(including attorneys' fees), which seek to order the State to disclose the information. If the owner of the asserted data refuses to indemnify and hold the State harmless, the State may disclose the information.

The State reserves the right to make any offer, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting the State in its evaluation of the offer. The State shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations. The offers, including proprietary information, are also subject to disclosure to and review by the respective federal agencies administering programs for which services are provided under any contract resulting from this SFO.

Additionally, any offer that fails to follow this section and/or La. R.S. 44:3.2(D) (1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public record.

If the offer contains confidential information, the Offeror shall submit a redacted copy along with a non-redacted offer. If Offeror does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived. When submitting the redacted copy, the Offeror should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

### **1.13 Information Security Controls**

The Contractor shall establish and maintain operational processes in compliance with the State's Information Security Policy (Section 1.13.1 for link to the policy) when storing, transmitting, processing, disposing, or collecting Restricted Data on behalf of the State. In addition to technical requirements, the scope of the Contractor's responsibility intentionally includes physical safeguards for processing sites, remote sites, and training and awareness efforts for Contractor or subcontractor's staff.

The State will limit restricted information it provides to the Contractor (or otherwise makes available to Contractor) to only that which is reasonably necessary to allow the Offeror to provide the agreed upon services.

The Contractor shall work with the State's designated resources to produce any documentation required to facilitate an audit (internal or external) of State when needed, in an urgent manner.

System, application, or operational vulnerabilities discovered by the State (or individuals designated by the State) shall be addressed by the Contractor in a timely manner and incur no additional cost to the State.

#### **1.13.1 Breach Notification**

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the following link:  
<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

## **1.14 Offer Clarifications Prior to Submittal**

### **1.14.1 Pre-offer Conference**

Not required for this SFO.

### **1.14.2 Offeror Inquiries**

Written questions regarding SFO requirements or Scope of Services must be submitted to the Program Management Selected Services- Emergency Coronavirus Assistance Programs SFO Coordinator at [OCD.Offers@la.gov](mailto:OCD.Offers@la.gov).

The State will consider written inquiries and requests for clarification of the content of this SFO received from potential Offerors. To be considered, written inquiries and requests for clarification of the content of this SFO must be received via email, [OCD.Offers@la.gov](mailto:OCD.Offers@la.gov), by the date and time specified in the Schedule of Events. The State shall reserve the right to modify the SFO should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential Offerors will be posted by the date specified in the Schedule of Events at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

Only the Program Management Selected Services- Emergency Coronavirus Assistance Programs SFO Coordinator or designee has the authority to officially respond to an Offeror's questions on behalf of the State. Any communications from any other individuals shall not be binding to the State.

Note: LaPAC is the State's online electronic bid posting and notification system resident on the Office of State Procurement website <http://www.doa.la.gov/Pages/osp/Index.aspx>. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Offerors that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting. To receive the e-mail notification, Vendors/Offerors must register in the LaGov portal. Registration is intuitive at the following link: [https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg).

Help scripts are available on OSP website under vendor center at: <http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>.

### **1.14.3 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Offeror, bidder, or its agent or representative, is prohibited from communicating with any state employee or contractor of the State involved in any step in the procurement process about the affected

procurement. The blackout period applies not only to state employees, but also to any contractor of the State. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of offers for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Offeror Inquiries section of this SFO. All communications to and from potential Offerors, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Offeror is also an incumbent contractor, the State and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may the State and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Offeror, or state contractor who violates the blackout period may be liable to the State in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Offeror or bidder. Notwithstanding the foregoing, the blackout period shall not apply to:

- Duly noticed site visits and/or conferences for bidders or Offerors;
- Oral presentations during the evaluation process; and
- Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of offers and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the SFO.

### **1.15 Errors and Omissions in Offer**

The OCD will not be liable for any errors in offers the OCD, at its option reserves the right to seek clarification/additional information of any offer for the purpose of identifying and eliminating minor irregularities or informalities.

### **1.16 Changes, Addenda, Withdrawals**

The State reserves the right to change the schedule of events or revise any part of the SFO by issuing an addendum to the SFO at any time. Addenda, if any, will be posted at <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>.

It shall be the responsibility of the Offeror to check the website for addenda to the SFO.

### **1.17 Withdrawal of Offer**

An Offeror may withdraw an offer that has been submitted at any time up to the date and time the offer is due. To withdraw an offer, a written request signed by the authorized representative of the Offeror must be submitted to Program Management Selected Services- Emergency Coronavirus Assistance Programs SFO Coordinator identified in the SFO.

### **1.18 Waiver of Administrative Informalities**

The State shall reserve the right, at its sole discretion, to waive minor administrative informalities contained in any offer.

### **1.19 Offer Rejection/SFO Cancellation**

Issuance of this SFO in no way shall constitute a commitment by the State to award a contract. The State shall reserve the right to accept or reject, in whole or part, all offers submitted and/or cancel this SFO if it is determined to be in the State's best interest.

### **1.20 Ownership of Offer**

All materials submitted in response to this SFO shall become the property of the State. Selection or rejection of an offer shall not affect this right.

### **1.21 Cost of Offer Preparation**

The State shall not be liable for any costs incurred by Offerors prior to issuance of or entering into a contract. Costs associated with developing the offer, preparing for oral presentations, and any other expenses incurred by the Offeror in responding to this SFO shall be entirely the responsibility of the Offeror and shall not be reimbursed in any manner by the State.

### **1.22 Taxes**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this contract.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) shall determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR prior to the approval of this contract by the Office of State Procurement (OSP). The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of this contract by OSP. The



contracting agency reserves the right to withdraw its consent to this contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with LDR within seven (7) days of such notification.

### **1.23 Determination of Responsibility**

Determination of the Offeror's responsibility relating to this SFO shall be made according to the standards set forth in LAC 34:2536. The State must find that the selected Offeror:

- Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;
- Has the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;
- Is able to comply with the proposed or required time of delivery or performance schedule;
- Has a satisfactory record of integrity, judgment, and performance; and
- Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Offerors should ensure that their offers contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

### **1.24 Prohibition of Joint Ventures/Subcontracting Information**

The OCD may have multiple Contractor(s) as the result of any contract negotiation, and that Contractor(s) shall be responsible for deliverables specified in the SFO and offer. **A joint venture shall not be eligible to be a prime contractor.** These general requirements notwithstanding, Offerors may enter into subcontractor arrangements; however, they shall acknowledge in their offers total responsibility for the entire contract.

If the Offeror intends to subcontract for portions of the work, the Offeror shall identify in its offer any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. The prime Contractor shall be the single point of contact for all subcontract work. Every subcontract shall incorporate and follow the terms of the contract between the prime Contractor and the State.

Unless provided for in the contract with the State, the prime Contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

***The prime Contractor should include in the offer an executed statement from each subcontractor affirming the following: "I have read and understand the SFO and final version of the offer submitted by (Offeror)."***

### **1.25 Written or Oral Discussions/Presentations**

The State, at its sole discretion, may require all Offerors reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's program objectives. Commitments made by the Offeror at the oral presentation, if any, will be considered binding. If oral presentations are held, the OCD reserves the right to adjust the original technical scores based upon information received in the presentation, using the original evaluation criteria.

### **1.26 Acceptance of Offer Content**

All offers will be reviewed to determine compliance with administrative and mandatory requirements as specified in the SFO. Offers that are not in compliance will be rejected from further consideration.

### **1.27 Evaluation and Selection**

The evaluation of offers will be accomplished by an evaluation team, to be designated by the state, which will determine the offer(s) most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the SFO.

The evaluation team may consult subject matter expert(s) to serve in an advisory capacity regarding any Offeror or offer. Such input may include, but not be limited to, analysis of Offeror financial statements, review of technical requirements, or preparation of cost score data.

### **1.28 Contract Award and Execution**

The State reserves the right to enter into a contract(s) based on the initial offers received without further discussion of the offers submitted. The State reserves the right to contract for all or a partial list of services offered in the offers.

The selected Offeror(s) may not be the exclusive provider of services made the subject of this SFO. The State reserves the right to contract with one or more Offerors or other service providers for all or a partial list of services proposed in the Offer whether as a result of the Offer or subsequent procurement. The number of Offerors selected will be determined solely by the State.

The State reserves the right to negotiate reduced payment terms with the awarded Offeror(s). The SFO, including any addenda added, and the selected offer shall become part of the contract initiated by the State.

The selected Offeror(s) shall be expected to enter into a contract that is substantially the same as the Sample Contract, Attachment II. An Offeror shall not submit its own standard contract terms and conditions as a response to this SFO. The Offeror should submit in its offer any exceptions or contract deviations that its firm wishes to negotiate. Negotiations may coincide with the announcement of the selected Offeror.

If the contract negotiation period exceeds fifteen (15) business days, or if the selected Offeror fails to sign the final contract within fifteen (15) business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Offeror(s).

### **1.29 Notice of Intent to Award**

The Evaluation Team shall compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible Offeror(s) with the highest score(s).

The State reserves the right to make multiple awards.

The State will notify the successful Offeror(s) and proceed to negotiate terms for final contract(s). Unsuccessful Offerors will be notified in writing accordingly.

The offers received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum, list of criteria used with the weight assigned each criteria, and scores of each considered offer along with overall scores of each offer shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued to all Offerors.

### **1.30 Right to Prohibit Award**

In accordance with the provisions of R.S. 39:2192, any public entity shall be authorized to reject an offer from, or not award a contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or SFO awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, and all contracts under Title 39, Chapter 17 of the Louisiana Procurement Code, including contracts for professional, personal, consulting, and social services.

### **1.31 Insurance Requirements for Contractors**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI.

This rating requirement shall be waived for Worker's Compensation coverage only.

#### **1.31.1 Contractor's Insurance**

The Contractor shall not commence work under the Contract until he/she has obtained all insurance required herein. Certificates of Insurance, fully executed by officers of the Insurance Company written, authorized insurance brokers of the Insurance Company written, or countersigned by an authorized Louisiana State agency, shall be filed with the State of Louisiana for approval. The Contractor shall not allow any subcontractor to commence work on his/her subcontract until all similar insurance required for the subcontractor has been obtained and approved. If so requested, the Contractor shall also submit copies of insurance policies for inspection and approval of the State of Louisiana before work is commenced.

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total contract amount.

### **1.31.2 Minimum Scope and Limits of Insurance**

#### **1.31.2.1 Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

The Contractor shall maintain during the life of the contract Workers' Compensation Insurance for all of the Contractor's employees employed in the performance of the Contract. In case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in work under the Contract is not protected under the Workers' Compensation Statute, the Contractor shall provide for any such employees, and shall further provide or cause any and all subcontractors to provide Employer's Liability Insurance for the protection of such employees not protected by the Workers' Compensation Statute.

#### **1.31.2.2 Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$4,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

The Contractor shall maintain during the life of the Contract the Commercial General Liability Insurance described above which shall protect her/him during the performance of work covered by the Contract from claims or damages for personal injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract, whether such operations be by herself/himself or by a subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability to the State. Such insurance shall include the State as additional insured for claims arising from or as the result of the operations of the Contractor or its Subcontractors.

#### **1.31.2.3 Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under the Contract. It shall provide coverage for the duration of the Contract and shall have an expiration date no earlier than thirty (30) days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than thirty-six (36) months from the expiration date of the policy, if the policy is not renewed.

#### **1.31.2.4 Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$2,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **1.31.2.5 Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

#### **1.31.2.6 Crime Insurance, which incorporates fidelity bond insurance**

Contractor or any subcontractor involved in the handling of State or Federal funds shall be required to maintain Commercial Crime Insurance in the amount of not less than \$5,000,000. Such insurance shall provide coverage for claims due to employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall include the State as a joint loss payee as its interests may appear. Evidence of insurance shall be in the form of a standard ACORD form certificate of insurance. Upon request, the State reserves the right to obtain a certified copy of the applicable insurance.

#### **1.31.3 Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions. For purposes of this contract, the Contractor may carry deductibles in the amount for \$250,000 or less.

#### **1.31.4 Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **1.31.4.1 Commercial General Liability, Automobile Liability, and Cyber Liability Coverages**

OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

The Contractor's insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor's insurance.

##### **1.31.4.2 Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.

##### **1.31.4.3 All Coverages**

All policies must be endorsed to require thirty (30) days written notice of cancellation to the OCD. Ten – day (10) written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

#### **1.31.5 Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### **1.31.6 Verification of Coverage**

Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Office of Community Development, Its Officers, Agents, Employees and Volunteers

617 N. Third Street, 6<sup>th</sup> Floor

Baton Rouge, Louisiana 70802

Louisiana Program Management Selected Services -- Emergency Coronavirus Assistance Programs

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **1.31.7 Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor's Certificates at any time.

#### **1.31.8 Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its

departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

#### **1.31.9 Duty to Defend**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor's obligations, duties, and responsibilities under this section. Contractor shall obtain the State's written consent before entering into any settlement or dismissal.

#### **1.32 Indemnification and Limitation of Liability**

##### **GENERAL INDEMNITY LANGUAGE**

Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State of Louisiana, all state Departments, Agencies, Boards and Commission, its officers, agents, servants, employees and volunteers, from and against all suits, claims, actions, damages, expenses and liability of every name and description relating to personal injury or death of any person and damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of the Contractor, its agents, employees, servants, partners or subcontractors, without limitation, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all state Departments, Agencies, Boards, Commission, its officers agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

##### **INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT**

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for



infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and the State's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

#### **INDEMNITY RELATING TO SPECIAL, INDIRECT OF CONSEQUENTIAL DAMAGES**

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

### **1.33 Billing and Payment**

The maximum amount of the contract(s) is to be determined after contract award and negotiation (the "Funds"). Payments are predicated upon successful completion and written approval by OCD of the described services and deliverables as provided in the Contract. Contractor(s) will not be paid more than the maximum amount of the Contract. No payments will be made by OCD on banking or State holidays. Invoices shall be submitted on a monthly basis using a standard invoice format provided by OCD. Invoices shall be organized so that services associated with program administration services and/or individual work orders are clearly identified in separate detailed listings of charges.

Payment of invoices must be approved by the State Program Manager (SPM) and the Financial Manager of the of OCD or designee. The State will make every reasonable effort to make payments within thirty

(30) work days of receipt of invoice. If invoices are disputed or clarifications are required, OCD will notify the Contractor of its questions and Contractor shall make a reasonable effort to respond to such questions within five (5) business days.

It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under the Contract or in quantum meruit, unless an exception is granted by the SPM prior to the end of the sixty (60) day period. Any exception granted by the SPM may include a twenty-five (25%) reduction to the amount of the invoice submitted late.

Invoices shall be submitted to Office of Community Development, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of services actually performed.

#### **1.33.1 Payment for Services Provided on an Hourly Fee Basis**

Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor description, hours worked, function, billable rate, description of the work provided, timesheets and such other information as determined by the SPM.

This hourly rate shall be fully burdened and include all travel and project expenses.

**NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST.**

#### **1.33.2 Payment for Other Direct Costs**

Contractor may be reimbursed for Other Direct Cost (ODC) expenses within the scope of the contract which are specifically provided for in the resulting contract(s), as described in Section 1.8.7.2. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC along with the pre-approval from the SPM. The Contractor shall not attach any fee or other "mark-up" to the ODC. It is understood that should Contractor fail to submit ODC invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this contract or in quantum meruit, unless an exception is granted by the SPM.

#### **1.33.3 Retainage**

All payments are subject to a ten percent (10 %) retainage excluding Other Direct Costs (ODC). The retained amounts will be administratively reserved, but not paid out to an escrow or other interest bearing account. Twenty-five percent (25%) of the existing retainage balance will be released at the end of each contract year. Final payment of all retained amounts will be contingent upon the completion and

acceptance of all contract deliverables, which may extend beyond the contract period, or as agreed upon by the State and the Contractor. The release of amounts retained will be made upon approval of the SPM.

## **1.34 Termination**

### **1.34.1 Termination of the Contract for Cause**

State may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this contract will constitute a default and may cause cancellation of the Contract. Where the State has determined the Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent offer from the defaulting Contractor will be considered.

Contractor may terminate this contract for cause based upon the failure of State to comply with the terms and/or conditions of the contract; provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this contract will constitute a default and may cause cancellation of the contract. Contractor shall be paid for all authorized services properly performed prior to termination.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

### **1.34.2 Termination of the Contract for Convenience**

State may terminate the contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the contract. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

### **1.34.3 Termination for Non-Appropriation of Funds**

The continuation of this contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

### **1.35 Assignment**

No contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Except as stated in the preceding paragraph, Contractor shall only transfer an interest in the Contract by assignment, novation, or otherwise, with prior written consent of the State. The State's written consent of the transfer shall not diminish the State's rights or the Contractor's responsibilities and obligations.

### **1.36 Right to Audit**

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including Treasury and Treasury-OIG, the Comptroller General and GAO), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the contract. Contractor will be notified of the grant closeout date by OCD. Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor's activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under the contract.

### **1.37 Civil Rights Compliance**

The Contractor and its subcontractors shall abide by the requirements of the following as applicable:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;

as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract or other enforcement action.

### **1.38 Record Ownership**

All records, reports, documents, or other material or data, including electronic data, related to this contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the services

contracted by herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time basis, subject to the maximum amount of this contract. Software and other materials owned by Contractor prior to the date of this contract and not related to this contract shall be and remain the property of Contractor. Costs to deliver and transmit such records, reports, documents and materials shall be billed to State in accordance with Attachment III, Cost Offer Template, or lower negotiated rates. Contractor may retain a copy of its work product, subject to the requirements of the Confidentiality of Data Section.

### **1.39 Entire Agreement/ Order of Precedence**

This contract, together with the SFO and addenda issued thereto by the State, the offer submitted by the Contractor in response to the State's SFO, and any exhibits specifically incorporated herein by reference, shall constitute the entire agreement between the parties with respect to the subject matter.

In the event of any inconsistent or incompatible provisions, this signed agreement (excluding the SFO and the Contractor's offer) shall take precedence, followed by the provisions of the SFO, and then by the terms of the Contractor's offer.

### **1.40 Contract Modifications**

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract shall be binding on any of the parties.

### **1.41 Substitution of Personnel**

The Contractor's personnel assigned to this Contract shall not be replaced without the prior written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is offered. In the event that any State or Contractor personnel become unavailable due to resignation, illness, or other factors, excluding assignment to a project outside this contract, outside of the State's or Contractor's reasonable control, as the case may be, the State or the Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays in completing tasks. The Contractor will make every reasonable attempt to assign the personnel as listed in the offer.

### **1.42 Governing Law**

This contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **1.43 Claims or Controversies**

Any claim or controversy arising out of the contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

### **1.44 Code of Ethics, Conflicts and Other Procurement Limitations**

Offerors are responsible for determining that there will be no conflict or violation of the Ethics Code if the Offeror (including team members) is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

In addition to the Louisiana Ethics Code, Offeror and all subcontractors must additionally comply with Louisiana Revised Statute 42:1114.3, which prohibits participation (either directly or through a subcontractor relationship) in the contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least five (5%). Compliance of a subcontractor will be determined based on the value of the prime contract between the State and the successful Offeror.

An Offeror which either directly or through a team member is prohibited from contracting pursuant to R.S. 39:1603 may be disqualified.

An Offeror and team members should not have a conflict of interest under 2 CFR 100.318(c) or 2 CFR 200.112. Similarly, an Offeror and team members should not have any conflicts of interest with respect to any litigation or administrative proceedings involving Treasury, OCD, LHC, or GOHSEP, whether as a party, representative, or other capacity. The Offeror should identify for OCD any current or anticipated conflicts of the Offeror or its team member as of the date of the submission for a determination by OCD in its discretion whether the conflict presents a matter which can be avoided or mitigated or prevents the involved Offeror or team member from providing services.

### **1.45 Corporation Requirements**

If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Secretary of State of Louisiana.

If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Secretary of State of Louisiana.

The Contractor, and each tier of subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19

#### **1.46 Prohibitions of Discriminatory Boycotts of Israel**

In preparing its response, the Offeror has considered all offers submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Offeror if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### **1.47 Public Communications**

The Contractor(s) shall not issue any public communications regarding the Program and/or Contractor's activities under the Contract without the prior consent of OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor(s) must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under the Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor(s) shall coordinate activities regarding the Program with the relevant OCD personnel, such as OCD personnel in housing, environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor(s) shall not have any communication with federal or other state and/or local government agencies regarding the Program and/or the Contractor's activities under the Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of the Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under the Contract.

#### **1.48 Verification**

The State reserves the right to verify all information provided by an Offeror via direct contact with the Offeror's prior clients and prior project personnel, and Offerors shall agree to provide and release necessary authorizations for the State to verify any of the Offeror's previous work.

#### **1.49 Security**

Contractor's personnel shall comply with all security regulations in effect at the State's premises and externally for materials and property belonging to the State or to the project. Where special security



precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly.

The Contractor shall comply with the Office of Technology Services' Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>.

### **1.50 CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, "access to State government information technology assets" means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State's telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

*Balance of this page left blank intentionally.*

## **PART 2: SCOPE OF WORK/SERVICES - PROGRAM MANAGEMENT SERVICES**

### **2.1 Scope of Work**

The Louisiana Division of Administration, Office of Community Development (hereinafter referred to as the “OCD”) is issuing this Solicitation For Offers (SFO) to solicit offers from interested entities that wish to provide selected program management services for any federal or state funded (in whole or in part) programs or initiatives related to Emergency Coronavirus Assistance. This includes in whole or in part, financial assistance programs as administered by OCD or in which OCD has a participating function. These programs are collectively referred to as the “Program”.

As an immediate focus of the resulting contract will be the Homeowner Assistance Fund (HAF) and Emergency Rental Assistance Program (ERAP), OCD requires prospective Offerors to offer comprehensive services that are based on an understanding of the HAF/ERAP as reflected through the Cares Act and American Rescue Plan and as described by Treasury at:

- <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/homeowner-assistance-fund>,
- <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program>

including any related guidance or directives issued by the U.S. Treasury or Treasury-OIG. Tasks associated with the issuance and monitoring of subgrants associated with the Program are included within the scope of this SFO.

As previously referenced, OCD is in the process of preparing the HAF Plan. Offerors should be able to provide the scope and breadth of services that are responsive to the present and future needs of the Program, in a timely manner in accordance with programmatic, statutory, and regulatory requirements consistent with the HAF Plan and any existing or future State ERAP. This may include assisting the State in completing or modifying plans for such Programs, creating policies for such Programs, and designing processes for the implementation of such Programs

The Contractor(s) will be responsible for successfully implementing and completing tasks, as assigned. OCD may not assign the full scope of program activities to any or all resulting Contractors. If awarded the full scope contained within this SFO, this scope will include processing of applications, including entering into appropriate arrangements with subcontractors and third party vendors, disbursing funds, monitoring compliance, providing intake services, including call center services, case management services, customer service, document retrieval and collection, data processing, sharing, and reporting, or other services as determined by the OCD, along with completing all other activities required to close out the Program. Furthermore, the Contractor will be responsible for communicating, coordinating and integrating assigned tasks into Program systems and into the tasks assigned to other State contractors and/or representatives, as specified by OCD.

Tasks to be accomplished under this contract will be addressed with associated deliverables, performance measures, and timelines, among other requirements which may be included through program task orders with additional deliverables. The Contractor(s) will be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks assigned under the contract(s), within the budget agreed to with

OCD. The scope of services presented is based upon circumstances existing currently. The State reserves the right to modify or delete the scopes listed and, if appropriate, add additional scopes prior to and during the term of the contract(s), subject to the approval of State Program Manager and the Office of State Procurement (OSP).

Contractor(s) will maintain close coordination and cooperation with OCD's Quality Assurance/Quality Control (QA/QC) provider with anticipated communication on a daily basis. The QA/QC contractor provides OCD with an extensive review of policy, processes, performance, and program management services. The role of the QA/QC provider ensures accurate and efficient internal controls are in place. The State's use of a QA/QC process does not reduce the responsibility of the Contractor(s) for accuracy and compliance of Contractor's work.

Contractor(s) may also be required to work with other Contractors of OCD and of other state agencies which may be performing functions associated with the Program.

## **2.2 Tasks and Services**

This section provides a detailed list of tasks and services the Contractor(s) will be responsible for providing under the contract(s) resulting from this SFO. The State may award specific tasks to one or multiple Contractors. The Contractor(s) will be responsible for entering information related to these tasks in the applicable State-approved system of record on a daily basis. The Contractor will be required to coordinate with other Contractor(s) and/or programs being administered by the OCD as required.

In addition to written reports and, unless otherwise determined, the Contractor(s) and the OCD will meet monthly (or as needed) for the duration of the contract for the following purposes:

- Review Program Intake procedures, processes, and quality of work;
- Identification of and resolution of any problems that require the attention or input and direction of the Contractor;
- Coordination of the efforts of all concerned so that services are rendered efficiently and effectively;
- Preservation of the close working relationship between the Contractor and OCD; and
- Maintenance of a mutual understanding of the contract sound working policies and procedures;

At a summary level, these tasks include:

1. Operations of the Program
2. Services
  - 2.1. Program Operations and Administration
  - 2.2. Case Management Services
  - 2.3. Accounting/Reporting and Closing
  - 2.4. Applicant Relations
  - 2.5. Document Management
  - 2.6. Anti-Fraud, Waste, and Abuse (AFWA)

2.7. Public Relations/Outreach

2.8. Policy/Training

2.9. Reporting

### 3. Close-Out of Program

At the direction of the State Program Manager or designee, the Contractor will be responsible for performing the tasks identified below which may include, but are not limited to, the following:

#### **Task (1): Operations Of Program**

1. In coordination with OCD, create an operational plan and cash flow projections for the expenses of the Program and assistance payments; to include controls to avoid fraud, waste and mismanagement of funds, controls to identify duplication of benefits, processes for determining eligible awards and amounts. All procedures and systems shall be in accordance with federal and state law, regulations, grant provisions, directives and guidance applicable to the Program.
2. Support the State Office of Technology Services (OTS) "in development, procurement and/or implementation of Program systems based on requirements developed by the State, its planning consultants, and the Contractor(s) and to which designated personnel of the State will have complete and full access during the entire term of the contract. Tasks for further modifying and developing the management information systems are as follows.
  - 2.1. Contractor will review, recommend modifications and develop and conduct user acceptance testing on software requirements for:
    - 2.1.2. Business rules for automated determination of eligibility and calculation of assistance amounts.
    - 2.1.3. Financial accounting of program financial activities, including contractor and subcontractor billing and payments.
    - 2.1.4. Data security, backup and privacy features.
    - 2.1.5. All necessary interfaces with the relevant State management information systems, in particular, the systems for tracking payments to grant recipients.
    - 2.1.6. Reports that will be produced by the automated system for the benefit of applicants for assistance, program personnel, program managers, the State, and all federal agencies that require reports. The State will approve all designs for reporting.
3. May be required to secure building leases and equipment for all front-office and back-office operations. Initial Program Assistance Centers have been established for the Program. Contractor may be tasked with responsibility for all or part of the costs of operating the Centers, or a portion thereof, including lease payments, maintenance costs, and program operations costs of the centers. Any leases are subject to State pre-approval, receiving sufficient funding from Treasury and cost reasonableness.
4. Secure the necessary personnel, to be able to take applications in-person within thirty (30) days and over the phone within fifteen (15) days of the contract start date.

5. Develop procedures for obtaining privacy releases, both in-person at Program Assistance Centers and from applicants who reside in remote locations.
6. Demonstrate the furtherance for providing opportunities to small business firms, minority firms, disadvantaged business enterprises, women's business enterprises, and labor surplus area firms and hiring of local residents and enterprises.
7. Enter into contracts, which are provided to and approved by the State, with all subcontractors required to operate the Program within ten (10) business days of the contract start date. All contracts with subcontractors will incorporate and follow the provisions of the main contract between the State and Contractor.
8. If required, engage in a public education and outreach campaign and continue as directed by OCD for the purpose of encouraging eligible persons to participate in Program.
9. Provide information about the Program for purposes of use on an existing State website.
10. Make ready all electronic documents, with necessary protections of privacy.
11. Upon request, review and recommend any appropriate modifications to proposed methods or processes for integral functions.
12. Make senior managers of the Offeror or subcontractor firms available for media interviews, meetings with federal and State officials, and other necessary external meetings, each instance of which must be approved by a designated representative of OCD.

## **Task (2): Administer the Program**

### **Task (2.1): Program Operations and Administration**

1. Oversee program operations and administration related to the Program to meet the performance measures, and timelines prescribed.
2. Work closely with the State and its designees in preparing and submitting an overall project plan for the Program, manage day-to-day operations, improve processes for quality and efficiency, and implement policy changes.
3. Provide reports that reflect the major activities for the reporting period as specified by the OCD (e.g. monthly, quarterly). The State's QA/QC vendor will provide the majority of these reports for external and internal use.
4. Communicate proposed quality assurance/quality control procedures and potential Program risks, issues, statuses, recommendations, and resolutions to the State.

5. Perform routine quality checks of the operational/functional areas using a standard checklist, to be approved by the State Program Manager to ensure that applications are processed according to approved policies. Report the results and recommendations to the SPM on a bi-weekly basis.
6. Track and allocate all time, materials, ODCs and other costs to specific activities and/or tasks. All payroll back up must be cost allocated to specific, eligible activities. Billing format must be approved by OCD prior to commencing services and is subject to subsequent revision at OCD's request.
7. Track and complete inventory of all items purchased with Program funds or provided by the State.
8. Scale staff to efficiently run the Program.
9. Coordinate with the OCD, Louisiana Legislative Auditor (LLA), and other external entities, to conduct research and provide information related to the Program.
10. Maintain responsibilities associated with supporting the State Office of Technology Services (OTS) based on requirements developed by the State, its planning consultants, and the Contractor(s) and to which designated personnel of the State will have complete and full access during the entire term of the contract. Tasks for developing the management information systems are as follows. Contractor will review, recommend modifications and develop and conduct user acceptance testing on software requirements for:
  1. Business rules for automated determination of eligibility and calculation of assistance amounts;
  2. System requirements to ensure consistency with Program policies and procedures;
  3. Financial accounting of Program financial activities, including contractor and subcontractor billing and payments; All payment information and confirmation of canceled checks/EFT must be included in state system of record;
  4. Data security, backup and privacy features;
  5. All necessary interfaces with the relevant State management information systems, in particular, the systems for tracking payments to grant recipients;
  6. Reports that will be produced by the automated system for the benefit of applicants for assistance, Program personnel, Program Managers, the State, and all federal agencies that require reports. The State will approve all designs for reporting; and
  7. Prompt notification to OTS and to SPM of systems issues affecting performance.

#### **Task (2.2): Case Management Services**

1. Take applications via web forms, telephone and face-to-face interviews. The application intake system must be an accessible application intake process that allows applicants of all backgrounds to complete the application process. The process should have particular allowances for applicants that may not have access to the internet or other digital capabilities. The Contractor must be able to process applications quickly and conduct any necessary follow-up with applicants, without creating an undue burden on the applicants.

2. Through personnel serving as Case Managers or Intake Specialists, provide accurate information about the Program and answer applicants' questions.
3. The Contractor must be able to use Program Policies and Procedures to determine if an applicant is eligible for the Program and any payments. This process will involve collecting confidential and personal identification and other financial documentation to prove eligibility. The Contractor should be experienced and knowledgeable in data and document collection and should be prepared to securely house confidential information. The Contractor should also be experienced and knowledgeable regarding federal regulations and how to calculate federal benefits and adjusted median incomes (AMIs).
4. Verify the eligibility of applicants for grant award based on policies and processes approved by OCD.
5. Secure data sources and verify sources of funds that were paid to applicant as related to any applicable duplication of benefits policy or for income verification.
6. Calculate the amounts of assistance due to qualified applicants, prepare all documents related to the commitment and disbursement of this assistance by the State, and ensure program files are thoroughly documented to demonstrate eligibility and award determination.
7. Provide applicants with assistance from case manager, who will advise applicants on the following:
  - Understanding Program guidelines and policies
  - Application status
  - Award explanation and breakdown
8. Ensure that the grant calculations are entered in the system of record as required by the State.
9. Communicate with the applicants regarding the status of their application, requests for additional information, or problems that may arise in conjunction with the application. Provide online solutions for applicants to view status and progress of their project.
10. Process applications in accordance with Program policies, procedures, and business processes.
11. The Contractor must have the ability to process award payments using the system provided by the OCD and track those payments by household. The Contractor must be able to issue payments to third parties (i.e. mortgage lender, landlord, utility company) in a timely and efficient manner
12. Coordinate with applicants to resolve issues impacting previous and/or future grant disbursements.
13. Document all communications with the applicants regarding the status of their application and subsequent related processes, requests for additional information, or problems that may arise in conjunction with the application in the system of record.
14. Develop informational materials and recommendations to ensure that applicants receive the most favorable benefit available.
15. A case manager should be able to complete all the tasks contained within this section.

### **Task (2.3): Accounting/Reporting and Closing**

1. Account for and reconcile all funds (a) requested and received from the State, (b) disbursed to applicants, (c) in process or in suspension, (d) returned by applicants (e) returned as a result of grant recapture, and (f) returned by applicants and recipients who decide to no longer participate in the Program (g) Record and upload confirmation of EFT and checks cleared in system of record. Clear evidence should be in each grant file demonstrating where and when payment was made.
2. Provide reconciliation reports and other schedules and reports to the SPM on a prescribed periodic basis established by the State.
3. Provide the State with activity, financial and progress reports as required to support billing for services and preparation of reports for State and federal monitoring agencies.

### **Task (2.4): Applicant Relations**

1. Provide PAC staff to support inquiries made by the applicants via walk-ins, appointments, phone, email, or online submission. The Contractor will provide as an ODC the necessary equipment, including a toll free phone number to accept and log all inquiries. PAC support will be provided from 8:00 AM to 5:00 PM, Central Time, Monday through Friday, excluding State holidays, unless otherwise approved or requested by the State.
2. Perform routine functions such as fielding and routing inbound calls, making outbound calls to follow up with qualified applicants identified during targeted mailings, schedule follow up appointments, determine the status of an applicant, gather required documentation from the applicants, and assemble in the required format in the system of record.
3. Track all inquiries in the applicable system of record.
4. Coordinate with other functional areas to draft correspondence for targeted mass mailings and/or applicant status updates for State approval.
5. Conduct applicant file research by reviewing internal documentation, regulations and policies, and any additional supporting documentation that has been submitted by the applicant.
6. Develop a mediation (appeal) process to resolve disputes applicants raise in grant determination.

### **Task (2.5): Document Management**

1. Maintain current storage and retrieval of applicant documents, applicant-related emails, written correspondence, training material, and Program policy and procedures (along with information leading up to the policy and procedures decisions) in an electronic environment for quick retrieval according to State and Federal guidelines for record retention. All documents and materials are the State's property.
2. Process, scan and upload documentation into the respective systems of record and/or a virtual location to be determined by the State. This may include documentation for existing applications and any other documentation resulting from quality assurance reviews.



3. Perform periodic file inventory.
4. Perform mail intake/outbound services.
5. Coordinate with other functional areas to execute targeted mass mailings (letter campaigns).
6. Document and store records electronically for every meeting between Contractor and the State and provide such documentation to the State.

#### **Task (2.6): Anti-Fraud, Waste and Abuse (AFWA) Coordination**

1. Perform process management, file review, reporting and document management, as required for the following:
  - a. Internal and external audits (federal, State and Legislative);
  - b. Define and perform analytic outlier reports;
  - c. Potential fraud investigations; and,
  - d. Responses to public record request(s), subpoenas, and prosecutorial support.
2. Develop and manage internal quality control processes to ensure consistency among a large number of staff.
3. Develop anti-fraud, waste and abuse policies and procedures, subject to State approval.

#### **Task (2.7): Public Relations/Outreach**

1. Coordinate outreach efforts, including call-out and letter campaigns, in accordance with an outreach plan to be developed by the Contractor and approved by the SPM.
2. Assist the OCD, as requested, to ensure that the media, local governments and the general public remain informed through media messages, community outreach, public relations, and public education efforts. OCD encourages participation with existing efforts, legislative offices, faith-based organizations, non-profit organizations and other community stakeholder organizations in this Program.
3. Create and provide website content maintenance, portal maintenance, and assist the OCD with written correspondence as required.

#### **Task (2.8): Policy and Training**

1. Implement, maintain, and update training administration procedures that ensure uniform and efficient training for all staff, including OCD staff.
2. Implement, maintain and update procedures for ensuring all Program policy areas are consistently implemented, to be approved by OCD.

3. Implement, maintain and update checklists for all functional areas of Program policies and procedures.
4. Implement, maintain and update process flow diagram representing all functional areas of Program processes.
5. Maintain, update, and develop a centralized electronic repository to store current and historical policies and procedures, system design training materials and release notes, and all other related materials.
6. Provide staff on-boarding process for new and current hires.
7. Cross-train Program staff as required.
8. Coordinate, integrate, and manage the training activities of all staff responsible for providing Program services.
9. Review Program procedures to ensure that all training materials follow Program policy and procedures, updating materials as necessary.

#### **Task (2.9): Reporting**

1. Create reports to track performance, inventory, staffing levels and status of applicants and grant recipients throughout the process.
2. Prepare pipeline and dashboard reports which provides data required by OCD to monitor the progress of the Program.
3. Prepare flow charts of Program processes.
4. Create charts and maps of designated areas as requested by OCD.

#### **Task (3): Close-Out**

1. Close out files for all applications and closed transactions, including electronic files related to all stages of processing applications from the Program.
2. Provide final program activity and financial reports.
3. Provide all other documentation and certifications required by the contract and terms of the federal funding.
4. Participate in and cooperate with all activities associated with any transition to a successor staff, including but not limited to education and training.

### **2.3 Deliverables**

Tasks to be accomplished under this contract will be addressed in the contract or communicated by OCD to the Contractor and will include associated deliverables, service level agreements, performance

measures, and timelines, among other requirements. OCD will designate a State Program Manager (SPM) for this contract that will serve as the principal point of contact for the Contractor. The Contractor shall be the single point of contact for all subcontract work.

## **2.4 Technical Requirements**

Not applicable to this SFO.

## **2.5 Project Requirements**

### **STAFFING:**

The Contractor(s) shall provide adequate staffing in number and qualifications to successfully complete the Scope of Services described herein in a timely fashion. The Contractor(s) will be responsible for the management of staff and subcontractors and all personnel issues related thereto. All staff will be reviewed and are subject to approval by OCD. The Contractor(s) will not change personnel from one job classification title to another without approval by OCD through the staffing plan.

The Offeror's resources should possess the following desirable qualifications to successfully manage and provide the services described herein.

### **Program Director**

The Program Director provides oversight of the contract and serves as the principal point of contact on behalf of the Contractor. Therefore, the State expects only one (1) Program Director to be included in the Offer. The Program Director supervises all managers to ensure that all deliverables and deadlines are met. The Program Director is responsible for developing a monitoring plan for the Program, as well as negotiating contracts for any required subcontractors or vendors. The Contractor's Program Director is expected to provide high-level expertise across a broad range of business and related subject matter areas including public sector governance, project management, change management, and consensus building.

The Program Director should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level experience managing programs or projects with a \$10 million or more budget, and a complex network of functional area coordination.
3. At least five of direct experience in direct financial assistance programs. A working knowledge of regulatory and statutory compliance requirements for federal grant programs through which states and local governments administer grants providing direct assistance to eligible individuals is preferred.
4. At least five (5) years of direct experience in the operations of a large scale (5,000 applicants or more) direct financial assistance programs.
5. Ability to coordinate with internal and external stakeholders of the organization to share information, make decisions, and/or implement effective solutions to problems or complaints.
6. Ability to analyze, understand, and apply complex and/or technical materials such as directives, regulations, policies, Code of Federal Regulations, etc.
7. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.

8. Advanced level Microsoft Office skills; ability to import, create formulas, pivot tables, export data and run reports in Microsoft Excel; ability to quickly learn new software applications.
9. Required to work on-site at location. No more than 2 weeks away during the calendar year is expected without prior authorization of OCD.

### **Senior Manager**

The Senior Manager oversees the implementation of the Program, including the oversight of managers and distribution of resources within a specific functional area. The Senior Manager should maintain a complete understanding of all applicable Program policies and requirements.

A Senior Manager should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level project/program management experience.
3. Four (4) years of experience in consumer counseling, mortgage lending, housing, community development, economic development or related fields. Must manage at least three (3) Managers and/or Project Managers, organize and prioritize work to ensure that adequate time and attention is devoted to individual tasks while remaining acutely aware of timelines, meeting deadlines, and performance measures.
4. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.
5. Advanced level Microsoft Office skills; ability to import, create formulas, pivot tables, export data and run reports in Microsoft Excel; ability to quickly learn new software applications.

### **Manager**

Manager should maintain a complete understanding of all applicable Program policies, requirements, and procedures and review all cases within the guidelines established. They will lead day-to-day program management activities and provide direct supervision to Case Managers.

A Manager should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university.
2. At least five (5) years of professional level project/program management experience.
3. Three (3) years' experience in consumer counseling, mortgage lending, housing, community development, economic development or related fields.
4. Must manage at least ten (10) Case Managers, organize and prioritize work to ensure that adequate time and attention is devoted to individual tasks while remaining acutely aware of timelines, meeting deadlines, and performance measures.
5. Advanced level Microsoft Office skills; ability to import, create formulas, pivot tables, export data and run reports in Microsoft Excel; ability to quickly learn new software applications.

### **Case Manager 3**

Case Manager 3 should maintain a complete understanding of all applicable Program policies, requirements, and procedures and review all cases within the guidelines established. They may assist with or lead day-to-day program management activities, which may include processing, monitoring, tracking and reporting applications within a functional area with little or no direct supervision. Case Manager 3 may specialize in specific subjects within the functional area.

A Case Manager 3 should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university. Three (3) years of relevant experience may substitute for the degree.
2. At least three (3) years of experience relevant to the functional area and/or experience providing specialized advisory service, which may include consumer counseling, mortgage lending, housing, and/or related industry knowledge.
3. Must manage at least six (6) Case Managers levels 1 or 2.
4. Knowledge, skills, and abilities necessary to perform the job function with little to no supervision, while remaining acutely aware of timelines, meeting deadlines, and performance measures.
5. Ability to acquire a working knowledge of applicable rules and regulations and the ability to provide technical assistance for the Program.
6. Excellent written and oral communication skills, strong analytical skills, ability to work independently, and effective interpersonal skills.
7. Intermediate level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

### **Case Manager 2**

Case Manager 2 is responsible for processing applicants within the functional area with limited supervision. They will maintain a complete understanding of all applicable Program policies, requirements, and procedures and review all cases within the guidelines established. Case Manager 2 may also provide support with day-to-day project management activities for a functional area, which may include monitoring, reporting, specialized advisory services and applicant consultation services, as applicable.

A Case Manager 2 should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university. A combination of education and relevant experience will also be considered.
2. Two (2) or more years of large-scale project experience, contributing at an operational analyst level.
3. Ability to perform the job functions under the supervision of others, while remaining acutely aware of goals, expectations, and deadlines.
4. Ability to acquire a working knowledge of applicable rules and regulations and/or specialized industry knowledge related to the functional area.
5. Provide Program technical assistance as applicable.
6. Excellent written and oral communication skills, strong analytical and problem solving skills, ability to work independently, and effective interpersonal skills.
7. Intermediate level Microsoft Office skills; knowledge of creating tables and graphs in Microsoft Excel; ability to quickly learn new software applications.

### **Case Manager 1**

Case Manager 1 is responsible for processing applicants within the functional area with direct supervision. They will maintain a complete understanding of all applicable program policies, requirements, and procedures and review all cases within the guidelines established. Case Manager 1 may also provide support with day-to-day project management activities, which may include outreach events, fielding and responding to inquiries made by applicants, document management, and other case tasks as directed by the OCD. All call center representatives are expected to bill at Case Manager 1 level.

A Case Manager 1 should possess the qualifications identified below:

1. A four (4) year Bachelor's or two (2) year Associate's degree from an accredited university. A combination of education and relevant experience will also be considered.
2. Two (2) or more years of experience providing customer service, call center services and/or clerical work.
3. Ability to perform the job function with direct supervision, while providing excellent customer service and remaining acutely aware of goals, expectations, and deadlines.
4. Ability to acquire and implement a working knowledge of applicable rules and regulations.
5. Excellent interpersonal, written and oral communication skills, ability to multitask and work independently.
6. Intermediate level Microsoft Office skills; ability to quickly learn new software applications.

### **Project Manager/Subject Matter Expert (as needed)**

Project management is the responsibility of a project manager. This person is responsible to maintain the progress, mutual interaction and tasks of various tasks in such a way that reduces the risk of overall failure, maximizes benefits, and minimizes costs. These positions must be approved by SPM and project justification must be provided.

A Project Manager should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Seven (7) or more years of professional level project/program management experience.
3. Project Management Professional (PMP) certification is preferred.
4. Four (4) years of experience in consumer counseling, mortgage lending, housing, community development, economic development or related fields.
5. Must have the discipline to create clear and attainable objectives and to see them through to successful completion. The project manager has full responsibility and authority to complete the assigned project.
6. Track project performance, specifically to analyze the successful completion of short and long term goals.
7. Experience with process improvement and inventory control
8. Advanced time management skills which utilize high-level strategies that aid staff in managing time, productivity, and effectiveness.

### **IT Service Desk Technician**

A Service Desk Technician is responsible for supporting end-user devices. They will resolve client-side issues with hardware and software including troubleshooting, hardware replacement, software installation, networking and configuration.

A Service Desk Technician should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Three (3) or more years of professional level technical experience that include the support and configuration desktop systems.

**IT Consultant**

An IT consultant will advise management on the selection of information systems to ensure the alignment with business processes. They will be responsible for the selection, planning and oversight of information systems and will define and document business functions and processes.

An IT Consultant should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Five (5) or more years of management-level technical experience that include the oversight of IT personnel.
3. Ability to manage effectively with or without subordinates.

**IT System Analyst**

An IT System Analyst will provide the operational and development support of IT Systems. They will be responsible for the configuration, deployment and support of IT assets, applications and databases. The IT System Analyst will be expected to coordinate support for commercial software and assist with problem resolution.

An IT Consultant should possess the qualifications identified below:

1. A four (4) year Bachelor's degree from an accredited university; relevant advanced degrees and/or certifications are preferred.
2. Five (5) or more years of professional level experience that includes software development and the support of information technology systems.

**Clerical/Admin Assistant** (This position may be used as a receptionist at a housing assistance center or elsewhere subject to approval by the SPM.)

A Clerical/Admin Assistant should possess the qualifications listed below:

1. A high school diploma or its equivalent.
2. One (1) year of experience performing routine office administration, call center services and/or secretarial services. Additional education may substitute for experience.
3. Ability to provide routine office functions and support services for management and staff.
4. Knowledge of standard office procedures, basic computer operations and office equipment operation.
5. Ability to prepare and process various types of correspondence, forms, faxes, and reports; make copies of documents and organize and file documents; answer and forward incoming calls; handle all outgoing and incoming mail responsibilities; compile and maintain records of office activities; tabulate and post data in record books or computers; as well as operate office machines and computer terminal to input and retrieve data.

**NOTE:** All personnel and their associated job classifications, including job classification title changes for existing personnel, must be approved by OCD prior to billing. If, during the course of the contract, the Contractor adds personnel to the contract team, the Contractor will submit each individual's resume and proposed job classification to OCD for prior review and approval. Once approved by OCD, the individual will be added to the Contractor's roster. Personnel must be associated with one of the job classifications provided above and rate shall not exceed contract rate(s).

***Background Check***

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or work locations, either through on-site access or through remote access. Background checks shall be conducted via the Request for Criminal Record Check form and procedure found at:

**Bureau of Criminal Identification and Information**

Baton Rouge, LA 70896-6614

225-925-6095

<http://www.lsp.org/technical.html#criminal>

<http://www.lsp.org/pdf/crAuthorizationForm.pdf>

OCD may approve the use of alternate sources for background checks upon request of the Contractor for good cause.

Before the Office of Community Development will permit onsite access or Grant Management System or other data systems access to, any of employees or authorized representative of the Contractor or any subcontractor, the Contractor must provide written confirmation that the background checks for such personnel have been conducted with a “no findings” result.

***Drug Screening***

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to State facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no “findings” result.

*Balance of this page left blank intentionally.*



## PART 3: EVALUATION

Offers that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the offer. The evaluation will be conducted according to the following.

	MAXIMUM SCORE
PHASE 1: TECHNICAL APPROACH	
Approach and Methodology	25
Corporate Background, Financial Condition, and Relevant Experience	25
Staff Qualifications	25
<i>TECHNICAL APPROACH SCORE</i>	<b>75</b>
PHASE 2: COST OFFER	
Labor Cost (Attachment III)	25
<i>COST OFFER SCORE</i>	<b>25</b>
<b>TOTAL OFFER SCORE</b>	<b>100</b>

Offeror must receive a minimum score of 50% of the total available points in Phase 1, Technical Approach (Approach and Methodology, Corporate Background, Financial Condition, and Relevant Experience, and Proposed Staff Qualifications) to be considered responsive to the SFO. Offers not meeting the minimum score shall be rejected and not proceed to further Cost evaluation.

### 3.1 Technical Evaluation

#### Approach and Methodology

- Demonstrated effectiveness of Offeror's approach to performing the various tasks outlined in the Scope of Services for Program Management, Part 2, including, but not limited to, project management, reporting requirements, grant implementation, inventory management, project controls, quality assurance and risk management;
- Ability to address anticipated problem areas, and creativity and feasibility of resolutions to problems, and future integration of new procedures and technology;
- Degree to which the Offeror demonstrates the ability to efficiently and timely add qualified staff to the Program, availability of proposed project staff to provide the services within the Scope of Services for Program Management (Part 2 of this SFO) and training methodology to understand current practices and ongoing training needs to address changes in policy and procedures;
- Demonstrated understanding of the work, including, but not limited to the objectives of the Scope of Services for Program Management Services and specific tasks and planned execution of the Program;
- Quality, depth, and completeness of the Program work plan;
- Effectiveness of the proposed organization and staffing plan;

- Approach for maximizing use of local and/or low to moderate income and/or Disadvantaged Business Enterprise entities in subcontractor roles;
- Approach for maximizing use of local labor and use of low to moderate income labor in staffing proposed operations;
- Demonstrated capacity to immediately deploy sufficient qualified personnel to complete services required;
- Approach to adjusting staff size and organizational resources and processes to the tasks assigned, in the event that only a portion of the Program is assigned to a particular Offeror.

#### Corporate Background, Financial Condition, and Relevant Experience

- Evidence that the entity has the current capabilities and capacity along with ensuring performance for this Program;
- Demonstrated successful past firm experience that is similar to that necessary to perform the contract tasks identified in the scopes of services;
- Experience with providing Program Management services requiring regulatory and specifically compliance at a federal level;
- Demonstrated successful experience in executing multiple engagements involving rapidly starting up implementation of business or governmental activities with annual expenditures in excess of \$100 million;
- Demonstrated specific, relevant experience in working with units of government in implementing housing programs; and
- Demonstrated financial capacity to carry out the Program.

#### Staff Qualifications (includes staff of the Offeror and proposed subcontractors)

- Current and relevant knowledge, quality and depth of experience of the proposed project staff through completed and ongoing efforts similar in nature to this effort;
- Current and relevant knowledge, quality and depth of experience of the Contractor's Program Director and how such Program Director will supervise and coordinate the staff and subcontractors;
- Demonstrated knowledge of federal direct assistance grant program requirements;
- Demonstrated knowledge, quality and depth of experience of the Contractor's Program Director of operational processes, procedures and implementation efficiencies;
- Demonstrated knowledge of current Program Guidelines;

- Demonstrated specific, relevant experience of the proposed project staff in working with units of government in implementing housing programs; and
- Demonstrated knowledge and technical understanding of any Program systems noted in his SFO

### 3.2 Cost Evaluation

Cost offers for all Offerors will be evaluated and an absolute score calculated. Points will be assigned for cost using a calculation-based evaluation process based on the total costs from the pricing submitted by each Offeror on the Cost Offer Template, Attachment III. See below for explanation.

The cost points will be awarded on the basis of the following formula:

The lowest cost Offer will receive 100% of the available points

Remaining Offers will receive points based on application of the following formula:

Cost Points = (Cost of Lowest Cost Offer / Cost of Offer Being Evaluated) times total Cost points

**(A/B) times C = D where A is the lowest proposed cost offer, B is the cost Offer being graded, C is the maximum cost points and D is the number of cost points awarded to the cost Offer being graded.**

If any part of the Cost Offer Template, Attachment III is:

- Left blank;
- Multiple prices are proposed for any hourly rate; or
- Any changes are made to wording in the Cost Template,

**THE OFFER WILL BE CONSIDERED NON-RESPONSIVE.**

## **PART 4: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

See the Scope of Services, Part 2

### **4.2 Performance Measurement/Evaluation/Monitoring Plan**

#### **4.2.1 Performance Measures/Evaluation:**

Contractor(s) shall work with the OCD management to determine which metrics shall be measured and monitored for adequate contract performance. The Contractor(s) should also develop processes and systems for routinely measuring and reporting deliverables and evaluation results. These processes should also include goal setting and process improvement to foster a continuous evaluation and improvement of environment.

#### **4.2.2 Monitoring Plan:**

The monitoring plan is as follows:

1. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in the Scopes of Services and any directions from the SPM.
2. The SPM will work to ensure all deliverables are delivered on or before the time scheduled for completion. The SPM will be responsible for review and acceptance of deliverables.
3. The SPM will provide oversight of the implementation of the Scope of Services, Part 2, to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

*Balance of this page left blank intentionally.*

## ATTACHMENT I: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the SOLICITATION FOR OFFERS (SFO), including attachments.

**OFFICIAL CONTACT.** The State requests that the Offeror designate one person to receive all documents and the method in which the documents are best delivered. Identify the contact name and fill in the information below: (Print Clearly)

Date: \_\_\_\_\_ Official Contact Name: \_\_\_\_\_  
A. Email Address: \_\_\_\_\_  
B. Phone Number with area code: (     ) \_\_\_\_\_  
C. US Mail Address: \_\_\_\_\_

Offeror certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this offer and authorized signature below, Offeror certifies that:

1. The information contained in its response to this SFO is accurate.
2. Offeror complies with each of the mandatory requirements listed in the SFO and will meet or exceed the functional and technical requirements specified therein.
3. Offeror accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this SFO.
4. Offeror's quote is valid for at least **180 calendar** days from the date of the offer submission deadline specified in the SFO.
5. Offeror understands that if selected as the successful Offeror, he/she will have **15 business days** from the date of delivery of final Contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Offeror certifies, by signing and submitting an Offer for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in 2 CFR 200. (A list of parties who have been suspended or debarred can be viewed via the internet at [www.sam.gov](http://www.sam.gov).)
7. There is no litigation or any suspension or debarment proceedings that could affect the services to be supplied in any contract resulting from this SFO, or a list of such litigation/ proceedings is attached to this Certification.
8. In the last ten (10) years, the Offeror has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, or if such proceedings exist, an explanation providing relevant details is attached.
9. There are no pending Securities Exchange Commission investigations involving the Offeror, or, if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the Offeror's performance in a contract under this SFO is attached.

10. Offeror understands that, if selected as a Contractor, the Louisiana Department of Revenue (LDR) must determine that it is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR. Offeror shall comply with R.S. 39:1624(A)(10) by providing its seven-digit LDR account number in order for tax payment compliance status to be verified.
11. Offeror further acknowledges its understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval of any contract by the Office of State Procurement. Agency reserves the right to withdraw its consent to any contract without penalty and proceed with alternate arrangements, should a prospective Contractor fail to resolve any identified outstanding tax compliance discrepancies with the LDR within seven (7) days of such notification.
12. There is no open or pending litigation initiated by Offeror or where Offeror is a defendant in a customer matter, or if such proceedings exist, an explanation providing relevant details is attached.
13. There are no criminal convictions in the past ten (10) years or active investigations or prosecutions in which the Offeror or any of its officers, directors, or management personnel were or are defendants or targets of investigation, or a list of such providing relevant details is attached.
14. There are no civil lawsuits in the past five (5) years in which the Offeror or any of its officers, directors, or management personnel were or are plaintiffs or defendants with claims in excess of \$100,000 or a list of such providing relevant details is attached.
- 15. Offeror has no contracts currently in effect with any Louisiana governmental entity or a list of such contracts, including the contracting party, a short description of services, beginning and ending dates and contact name, title, phone and email for the contracting party is attached.**
16. Offeror acknowledges their total responsibility for the entire Contract.
17. Offeror certifies and agrees that the following information is correct: In preparing its response, the Offeror has considered all offers submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminate business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. The State reserves the right to reject the response of the Offeror if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.
18. Offeror certifies that the cost submitted was independently arrived at without collusion.

Signature of Offeror or  
Authorized Representative \_\_\_\_\_

Typed or Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

## ATTACHMENT II: SAMPLE CONTRACT

### STATE OF LOUISIANA

### CONTRACT

PO# \_\_\_\_\_

The State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit, hereinafter sometimes referred to as "OCD" or the "State", and [CONTRACTOR'S NAME AND LEGAL ADDRESS INCLUDING ZIP CODE], hereinafter sometimes referred to as the "Contractor", do hereby enter into a Contract under the following terms and conditions. Contractor and OCD may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

#### 1 GENERAL AND ADMINISTRATIVE INFORMATION

This agreement addresses implementation and administration services needed to support the selected program management services for any federal or state funded (in whole or in part) programs or initiatives related to Emergency Coronavirus Assistance. This includes in whole or in part, financial assistance programs as administered by OCD or in which OCD has a participating function. These programs are collectively referred to as the "Program".

#### SCOPE OF SERVICES

Contractor hereby agrees to furnish services to State as specified in the Scope of Services, Attachment I. All work performed under the Contract must be authorized by the State Program Manager. A full description of the Scope of Services and payment schedule is contained in the following attachments which are made a part of this Contract:

Attachment I – Scope of Services for Program Management Selected Services -- Emergency Coronavirus Assistance Programs (see Part 2, Scope of Work/Services – Program Management Selected Services of the SFO for form and content)

Attachment II – Rate Schedule (see Cost Offer Template, Attachment III for form and content)

ANOTE: The Contractor may not be the exclusive provider of any of the tasks described in the SFO. The Contractor may be designated by OCD to provide a combination of the tasks or specific tasks within the Program Management as assigned by task order from the State Program Manager (SPM). There is no guarantee of any quantity of work and the Contractor may only be assigned services for a portion of the Program applicants.

##### 1.1 GOALS AND OBJECTIVES

The goals and objectives under this Contract include the following:

1. Provide Program services to meet the OCD's business requirements.
2. Provide operations management and application processing functions for the Program.
3. Provide long-term compliance and monitoring of completed Program applications.
4. Provide timely response to ongoing Program services requirements, including Action Plan modifications on short notice. Such responses should result in the rapid problem solving following known and established processes.

5. Provide comprehensive and proactive quality assurance and quality control functions.
6. Provide management of Subcontractors, if any.
7. Establishment of processes and procedures to close out and/or transition the Program as necessary.

## **1.2 PERFORMANCE MEASURES**

The performance of this Contract will be measured by the State Program Manager (SPM) for, who are authorized on behalf of the State to evaluate the Contractor's performance against the criteria in Attachment I and any communications from the State Program Manager.

## **1.3 MONITORING PLAN**

The State Program Manager, or designees, will monitor the services provided by the Contractor and the expenditure of funds under this Contract. The monitoring plan is as follows:

1. The Contractor will submit various weekly, biweekly, and monthly reports to the SPM as specified in Attachment I and any directions from the State Program Manager.
2. The SPM will work to ensure all deliverables are delivered on or before the time scheduled for completion. The SPM will be responsible for review and acceptance of deliverables.
3. The SPM will provide oversight of the implementation of the Scope of Services to ensure quality, efficiency, and effectiveness in fulfilling the goals and objectives of the Program.

## **1.4 CONTRACTOR TASKS AND RESPONSIBILITIES**

See Attachment I: Scope of Services. (See SFO Part 2 , Scope of Work/Services Program Management Services)

## **1.5 DELIVERABLES**

See Attachment I: Scope of Services. (See SFO Part 2, Scope of Work/Services Program Management Services)

## **1.6 SUBSTITUTION OF KEY PERSONNEL**

Personnel identified in the Offer and other key personnel, including the Contractor's Program Director and Senior Manager(s), assigned during the term of this Contract may not be replaced without the written consent of the State. Such consent shall not be unreasonably withheld or delayed provided an equally qualified replacement is proposed. In the event that any Contractor personnel become unavailable due to resignation, illness or other factors which are beyond the Contractor's reasonable control, (excluding assignment to a project outside this Contract), the Contractor shall provide an equally qualified replacement in time to avoid delays in services or deliverables specified by this Contract or by the State Program Manager. The Contractor will make every reasonable attempt to assign the personnel listed in the submitted offer.

## **2 BACKGROUND CHECKS**

The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities or work locations or



sites, either through on-site access or through remote access. Background checks shall be conducted via the Request for Criminal Record Check form and procedure found at:

**Bureau of Criminal Identification and Information**

Baton Rouge, LA 70896-6614

225-925-6095

<http://www.lsp.org/technical.html#criminal>

<http://www.lsp.org/pdf/crAuthorizationForm.pdf>

OCD may approve the use of alternate sources for background checks upon request of the Contractor for good cause.

Before the Office of Community Development will permit onsite access to the Contractor, any subcontractor, any of their employees or authorized representatives, the Contractor must provide written confirmation that the background checks have been conducted with a “no findings” result.

**Drug Screening**

The Contractor must, at its expense, arrange for a drug screening for each of its employees, as well as the employees of any of its subcontractors, who will have access to state facilities and information, either through on-site access or through remote access. The Contractor must provide written confirmation that the drug tests have been conducted with no “findings” result.

**3 ADMINISTRATIVE REQUIREMENTS**

**3.1 TERM OF CONTRACT**

The term of any contract resulting from this SFO shall begin on or about July 1, 2021 and is anticipated to end on April 7, 2022. The State shall have the right to contract for up to thirty-six (36) months with the concurrence of the Contractor and all appropriate approvals. Notwithstanding the foregoing, in no event, shall this Agreement be valid until it has been approved in writing by the Office of State Procurement in accordance with La. R.S. R.S. 39:1595.1.

**3.2 STATE FURNISHED RESOURCES**

The State shall provide the Grant Management System (the system of record and the program application used for processing applicants during the application process) and hosted by the State. If applicable, the Contractor shall provide design documentation and requirements to the State for any customization required for the system to perform the services of this Contract. Upon State’s approval, the State, with support from the Contractor, will work with appropriate software vendors to implement the request(s).

Additional software or licenses required to perform the services of this Contract, subject to approval from the State, will be reimbursable as an ODC. Any such software will be hosted by the State. Upon termination of this Contract such software and licenses shall be transferred to the State.

Any end-user facing equipment (such as tablets or PC’s), software, personnel in support of that equipment (i.e. Helpdesk), and any network connectivity to the end user facing equipment are the responsibility of

the Contractor. This will include any network equipment required to establish network connectivity via full peer-to-peer VPN tunnel connecting back to the State provided hosting environment (split tunnels will be strictly prohibited).

Facilities, including, but not limited to PAC's, provided by the State, the Contractor will be required to provide adequate desks/cubicles, office chairs, personal computer workstations, operating software, internet service, network printers, LAN networking equipment, faxes, copiers, telephones and telephone service, PC/desktop support, and LAN support for all staff at the location. Accordingly, the Contractor is expected to make full use of all available equipment prior to requesting additional equipment. Requests for additional equipment and supplies require Contractor's justification and State approval. Contractor will be responsible for providing its own office supplies (pens, paper, notebooks, Post-It notes, scissors, erasers, staplers, binders, file folders, labels, tape, envelopes, etc.) at its own cost.

The State shall appoint a principal point of contact, a State Program Manager (SPM), for this Contract. The SPM will provide oversight of activities conducted hereunder. Notwithstanding the Contractor's responsibility for management during the performance of this Contract, the assigned SPM shall be the principal point of contact for the Contractor's performance under this Contract.

Contractor shall immediately notify the SPM in writing of circumstances where the nature or quantity of any resource provided under this section, or the failure of the State to provide resources required under this section, is preventing the performance of Contractor's obligations under this Contract. In the event that Contractor fails to provide such notice to the SPM, the Contractor may not base any delay or lack of performance under this Contract on the nature or quantity of resources provided under this Section or failure to provide required resources.

### **3.3 LICENSES AND PERMITS**

Throughout the term of the Contract, the Contractor shall secure and maintain any and all licenses and permits required by law.

### **3.4 SECURITY**

Contractor's personnel and subcontractors shall always comply with any applicable security regulations in effect at the State's premises, and externally for materials belonging to the State or to the Program. The State is responsible for providing written copies of the State's security regulations to the Contractor. The Contractor is responsible for reporting any known breach of security to the State promptly.

Contractor shall monitor the effectiveness of all required and agreed upon production security controls and promptly notify the State's information security team as soon as becoming aware of an actual or suspected:

- system or application compromise; or
- control failure; or
- unauthorized access or modification of a State system, application, data, content, or service.

Note: State Information Security Policy located at the link below:

<http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx>

### **3.5 TAXES**

Contractor is responsible for payment of all applicable taxes from the funds to be received under this Contract. Contractor's federal tax identification number is \_\_\_\_\_, DUNS number \_\_\_\_\_, and State tax identification number \_\_\_\_\_.

In accordance with R.S. 39:1624(A)(10), the Louisiana Department of Revenue (LDR) shall determine that the prospective Contractor is current in the filing of all applicable tax returns and reports and in payment of all taxes, interest, penalties, and fees owed to the State and collected by the LDR prior to the approval of this Contract by the Office of State Procurement (OSP). The prospective Contractor hereby attests to its current and/or prospective compliance, and agrees to provide its seven-digit LDR Account Number to the contracting agency so that the prospective Contractor's tax payment compliance may be verified. The prospective Contractor further acknowledges understanding that issuance of a tax clearance certificate by LDR is a necessary precondition to the approval and effectiveness of this Contract by OSP. The contracting agency reserves the right to withdraw its consent to this Contract without penalty and proceed with alternate arrangements should the Contractor fail to resolve any identified apparent outstanding tax compliance discrepancies with LDR within seven (7) days of such notification.

### **3.6 CONFIDENTIALITY**

All financial, statistical, personal, technical and other data and information relating to the State's operation and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph.

The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Contract, or is rightfully obtained from third parties.

All of the reports, information, data, et cetera, prepared or assembled by Contractor under this Contract are confidential and Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the OCD. This does not extend to information that was obtained from the public domain such as public agencies or sources of information available to the general public. Under no circumstance shall the Contractor discuss and/or release information concerning this project without prior express written approval of OCD.

The obligations under Section 3.6 and its Subsections shall survive the termination or expiration of the Contract.

### **3.6.1 Confidential Information Of Applicants**

All information (including, but not limited to, an applicant's photograph or photographic likeness) acquired by the Contractor or its Subcontractors, from whatever source, relating to individual applicant's application and related processing for any grant, or other Program administered under this Contract ("Confidential Applicant Data") shall be deemed confidential and protected from access, disclosure or use other than in compliance with this Contract. Confidential Applicant Data is included within the term Confidential Information and shall be entitled to all protections provided Confidential Information, as well as all other increased protections provided herein.

Summaries of applicant information compiled in an aggregate fashion which cannot be used to identify an individual may be reported as directed by the State by the Contractor in its performance of this Contract.

Other than as directed in writing by the State, only the Contractor's employees and Subcontractors' employees with a defined need to know (established in the written protocols and procedures specified in Section 3.6.2. below) shall be granted access to Confidential Applicant Data and only after they have been informed of the confidential nature of the Confidential Applicant Data. The level of access of such individuals shall be dictated by the level of their defined need to know.

### **3.6.2 State's Procedural Requirements**

The State has provided to the Contractor: (a) the State Information Security Policy and (b) the Procedures for Information Requests from Database or Open Records Requests. As mutually agreed by the Parties, the Contractor shall implement these policies and procedures, including revisions thereto, as well as the Contractor's own policies and procedures and other appropriate technical, physical and administrative safeguards in order to protect Confidential Information against accidental or unlawful destruction or accidental loss, alteration, unauthorized use, disclosure of access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of use. The Contractor shall submit its written policies and procedures required under this part to the State for approval. As the State may revise its policies and procedures, the Contractor shall continue to provide the necessary updates and upgrades for compliance with Section 3.6 and the Subsections thereof. The obligations under Section 3.6 are in addition to, and not in place of, the items outlined under Attachments I and II, Scope of Services.

### **3.6.3 Duties To Monitor And Report Security Breach Or Unauthorized Release, Use Or Release Of Information**

The Contractor and its Subcontractors shall implement monitoring plans to detect unauthorized access to or use of Confidential Information or any attempts to gain unauthorized access to Confidential Information. The Contractor and its Subcontractors shall provide State Program Manager (SPM) with immediate notification (not more than 24 hours) of the Contractor's awareness of any security incident ("Security Incident") involving Confidential Information. The reference to Security Incident herein may include, but not be limited to the following: successful attempts at gaining unauthorized access to Confidential Information or the unauthorized use of a system for the processing or storage of Confidential Information, or the unauthorized use or disclosure, whether intentional or otherwise, of Confidential Information.

In the event of unauthorized access to or disclosure of information, the Contractor, as well as any Subcontractor, involved in a Security Incident, shall consult with the State regarding the necessary steps to address the factors giving rise to the Security Incident and to address the consequences of such Security Incident.

Nothing in this Contract shall be deemed to affect any rights an individual applicant may have under any applicable state or federal law concerning the unauthorized access, use or disclosure of Confidential Applicant Data.

#### ***3.6.4 Third Party Requests For Release Of Information***

Should third parties request the Contractor to submit Confidential Information to them pursuant to a public records request, subpoena, summons, search warrant or governmental order, the Contractor will notify the State immediately upon receipt of such request. Notice shall be forwarded via e-mail and via facsimile to the representative designated in writing by the State as the State contact for requests for release of information. Protocols for the handling of such requests are found in the Procedures for Information Requests from Database or Open Records Requests, as promulgated or as hereafter modified by the State. The Contractor shall cooperate with the State with respect to defending against any such requested release of information or obtaining any necessary judicial protection against such release if, in the opinion of OCD, the information contains Confidential Information which should be protected against such disclosure. The legal fees and related expenses incurred by the Contractor or its Subcontractor in resisting the release of information under this provision shall constitute reimbursable expenses under this Contract.

Legal service fees of law firms associated with this Section may not be “marked up” by the Contractor as it is against the law for a non-law firm to share in legal fees.

#### ***3.6.5 Subcontract Agreements***

The Contractor shall require agreements with all Subcontractors include the provisions of Confidentiality, Section 3.6 and its Subsections. OCD shall be provided copies of such Subcontractor agreements upon request. All Subcontractor agreements will follow the provisions of this contract and incorporate same by reference.

#### ***3.6.6 Non-Confidential Data And Data Obtained From Third Parties***

In the event Confidential Applicant Information is or becomes part of the public domain, other than as a result of a Security Incident, the Contractor and Subcontractors shall continue to treat such information as private and avoid the unnecessary use or release of such information unrelated to the performance under the Contract. The State agrees that some portions of Confidential Applicant Data may be obtained from insurance companies and other third parties.

#### ***3.6.7 Limitations On Copying: Delivery Of Confidential Information To The State; Destruction Of Database; Obligations Against Use And Disclosure***

No copies or reproductions shall be made of any Confidential Information except to effectuate the purposes of this Contract or upon the prior approval of the State. The Contractor and Subcontractors shall not make use of any Confidential Information for their own benefit or for the benefit of any third party, except as directed by the State in writing.

In accordance with Sections 25 of the Contract, as between the Contractor and the State, all Confidential Information is deemed to be the property of the State.

Upon termination or expiration of the Contract, all databases and other storage media containing Confidential Applicant Data shall be delivered to the State, who shall retain such information for the periods of time then required in accordance with any applicable state and federal statutes and regulations controlling such record retention. The Contractor and Subcontractors shall not keep any copies of the Confidential Applicant Data in any medium format; upon delivery of the Confidential Applicant Data to the State under this provision, the Contractor and applicable Subcontractors shall certify under penalty of perjury that no copies of the Confidential Applicant Data have been retained. Any exceptions to this provision must be approved in writing by SPM, and shall set forth the scope of the data required to be retained, the reasons justifying such retention, and the terms and conditions of such retention.

#### **4 COMPENSATION AND MAXIMUM AMOUNT OF CONTRACT**

The Contractor will not be paid more than the maximum amount of the contract. In consideration of the services required by this contract, State hereby agrees to pay to Contractor a maximum amount of \$\_\_\_\_\_.

##### **4.1 PAYMENT TERMS**

Contractor may submit invoices, not more frequently than biweekly, in accordance with the rate schedules provided in Attachment II. It is understood that should Contractor fail to submit invoices within sixty (60) days following the end of each month, the State shall not be responsible for payment thereof under this Contract or in quantum meruit, unless an exception is granted by the SPM prior to the expiration of the sixty (60) days. Any exception granted by the SPM shall include a 25% reduction to the amount of the invoice submitted late. Payments are predicated upon successful completion and approval by the State of the described tasks and deliverables as provided in the Contract and any communications from the State Program Manager. Payments will be made to the Contractor after acceptance by the State of the payment task and approval of an invoice. State will make every reasonable effort to make payments within 30 work days of the receipt of the invoice. The Contractor shall submit its request to OCD on an invoice form as approved by the OCD. The Contractor shall transmit the invoice and required supporting documentation, as defined by the OCD, to the SPM, as designated within the contract. Payment will be made only on approval of the State Program Manager or designee and the OCD Finance Manager, or designee.

Invoices shall be submitted to Office of Community Development, Disaster Recovery Unit, P.O. Box 94095, Baton Rouge, LA 70804-9095.

Prohibition against Advance Payments: No compensation or payment of any nature will be made in advance of Services actually performed and/or supplies furnished.

Contractor shall notify the SPM in writing when seventy-five percent (75%) of the maximum contract amount has been expended.

##### **4.1.1 *Payment for Services Provided on an Hourly Fee Basis***

Payment for services performed on an hourly fee basis will be made on the basis of invoices submitted to the State documenting hours expended multiplied by the applicable hourly rate. All invoices will be supported by documentation including, but not limited to, the name of the person, labor category, hours

worked, function, bill rate, description of the work provided, timesheets and such other information as determined by the SPM.

This hourly rate shall be fully burdened and include all travel and Program expenses.

**NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST.**

#### **4.1.2 Payment for Other Direct Costs**

Contractor may be reimbursed for Other Direct Cost (ODC) expenses within the scope of the Contract as described in Section 4.3. Invoices that include ODCs shall be accompanied by evidence of the actual costs including, but not limited to, vendor statements, payment records, or other acceptable evidence of the actual cost of the ODC. The Contractor shall not attach any fee or other “mark-up” to the ODC.

#### **4.2 RETAINAGE**

All payments are subject to a ten percent (10%) retainage excluding Other Direct Costs (ODC). The retained amounts will be administratively reserved, but not paid out to an escrow or other interest bearing account. Twenty-five percent (25%) of the existing retainage balance will be released at the end of each Contract year. Final payment of all retained amounts will be contingent upon the completion and acceptance of all Contract deliverables, which may extend beyond the contract period, or as agreed upon by the State and the Contractor. The release of amounts retained will be made upon approval of the SPM.

#### **4.3 OTHER DIRECT COSTS**

Other direct Costs (ODCs) may include: postage (includes US Mail, FedEx, UPS, and etc.); costs for copying mailings, notifications, etc.; personal computer workstations, laptop computers, computer peripherals (scanners, printers); approved in-State field travel that is not a normal part of Contractor’s operations under the Contract (per State PPM 49) (State does not anticipate any such travel); security for on-site inspections on a pre-approved basis; recording fees; cost of outreach and other public events (i.e. facilities and travel); notary service fees, and legal service fees related to Third Party Requests for Release of Information. Additional ODCs, if required, must be approved in advance of purchase by the SPM and the OCD Finance Manager.

**Wire communication devices (cell phones, GPS, wireless cards, etc.) for purposes of remote communication for FTEs performing field based work CANNOT be charged by the Contractor as an ODC, but must be included in the hourly rates proposed.**

Prior to purchasing, or leasing with approval, any ODCs, the Contractor shall provide a list of ODCs to the SPM. The SPM will review that list and will either (a) authorize the Contractor to purchase, or lease the items or services and submit the expense for reimbursement (with proper documentation), or (b) deny the request. For any such purchases, the Contractor should obtain price quotations from a minimum of three (3) sources.

##### **4.3.1 DISPOSAL OF ODC EQUIPMENT, LICENSES ETC.**

Contractor shall have any new contractual agreement to be paid as an ODC, including leases and software licenses, assignable to the State at the termination of the Contract. Contractor shall make timely and diligent efforts to have all existing contracts and software licenses amended, if necessary,

to make the existing contract or software license assignable to the State at the termination of the Contract.

All items, movable or immovable, corporeal or incorporeal, which constitute Other Direct Costs under any part of the Contract or any exhibit thereto, or were otherwise paid by the State, which have not by their nature been entirely consumed by the date of the termination or expiration of the Contract, shall at the State's direction be delivered to the State, including but not limited to all furniture, equipment, and any unexpired licenses or contractual rights, which shall be assigned to the State or its assignee at the State's direction.

For any unexpired license or contractual right, in the event that the license or contractual right has been paid for by the State as an ODC but is not assigned to the State at the termination of the Contract, Contractor must remit to the State the replacement cost at the time of Contract termination relating to the license or contractual right.

#### **4.4 NO GUARANTEE OF QUANTITIES**

The scope and quantities referenced in the contract are estimated to be the amount needed. The State does not obligate itself to Contract for or to accept more than its actual requirements during the period of this Contract, as determined by actual needs and availability of appropriated funds.

The State reserves the right to increase or decrease quantities, as appropriate in its sole discretion.

#### **4.5 DELIVERABLES/PENALTIES**

Performance measures, benchmarks, and/or penalties will be defined in ensuing OCD directives.

Contractor shall provide a policy on background check passage criteria by 30 days after the beginning of the Contract. Contractor shall pay to the OCD as a delay penalty, the sum of \$200 for each calendar day of delay.

Penalties under this Section, Deliverables and Penalties, will be deducted from pending payments due to the Contractor. In the event that penalties exceed payments due to the Contractor, the Contractor shall remit the balance to the OCD. Penalties under this Section are for performance purposes and do not represent any form of damage payment.

(NOTE: FINAL DELIVERABLES TO BE DETERMINED DURING CONTRACT NEGOTIATIONS.)

### **5 TERMINATION**

#### **5.1 TERMINATION FOR CAUSE**

State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the contract. Where the State has determined the



Contractor to be in default, the State reserves the right to obtain any or all products or services covered by the contract on the open market and to charge the Contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent offer from the defaulting Contractor will be considered.

Contractor may terminate this Contract for cause based upon the failure of State to comply with the terms and/or conditions of the Contract; provided that the Contractor shall give the State written notice specifying the State's failure. If within thirty (30) days after receipt of such notice, the State shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Contractor may, at its option, place the State in default and the Contract shall terminate on the date specified in such notice. Failure to perform within the time specified in this Contract will constitute a default and may cause cancellation of the contract.

Any payment to Contractor shall be limited to the compensation provided in this paragraph. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

## **5.2 TERMINATION FOR CONVENIENCE**

State may terminate the Contract at any time without penalty by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date. Contractor shall be entitled to payment for deliverables in progress; to the extent work has been performed as required by the Contract. With respect to legal services only, the State shall have the right to cancel those services for any reason by giving the legal firm written notice sent by certified mail to the legal firm's address. Contractor shall not be entitled to lost profits, lost revenue or any other compensation or damages.

## **5.3 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds by the legislature to fulfill the requirements of the Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

## **6 INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **6.1 GENERAL INDEMNITY LANGUAGE**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused

by Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

At the State's option, counsel providing the defense of the State shall be selected by the State.

## **6.2 INDEMNITY RELATING TO USE OF PROTECTED PROCESS OR PRODUCT**

Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require. The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) Authorized User's unauthorized modification or alteration of a Product; (ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; and (iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion, as the Authorized User's and the State's exclusive remedy, to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

## **INDEMNITY RELATING TO SPECIAL, INDEIRECT OR CONSEQUENTIAL DAMAGES**

Neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **7 CONTRACT CONTROVERSIES**

Any claim or controversy arising out of the Contract shall be resolved by the provisions of Louisiana Revised Statutes 39:1672.2-1672.4.

## **8 FUND USE**

Contractor agrees not to use Contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

Contractor and all Subcontractors shall certify that they have complied with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor and each Subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

## **9 ASSIGNMENT**

No Contractor shall assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning to a bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **10 RIGHT TO AUDIT**

Contractor shall grant to the Office of the Legislative Auditor, Inspector General's Office, the Federal Government (including Treasury, Treasury OIG, GAO and the Comptroller General), the Division of Administration, the OCD or others so designated by them, and any other duly authorized agencies of the State the right to inspect, examine, audit, review and make excerpts or transcripts of all relevant data and records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State Records, including direct read access to databases and all tables, shall be made available during normal working hours for this purpose.

The State may require the Contractor to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls for the Contractor's activities performed under the Contract.

In the event that an examination of records results in a determination that previously paid invoices included charges which were improper or beyond the scope of the Contract, Contractor agrees that the amounts paid to the Contractor shall be adjusted accordingly, and that the Contractor shall within 30 days thereafter issue a remittance to State of any payments declared to be improper or beyond the scope of the Contract. The State may offset the amounts deemed improper or beyond the scope of the Contract against Contractor's outstanding invoices, if any.

Failure of the Contractor and/or its subcontractor to comply with the above audit requirements will constitute a violation of this Contract and may, at the OCD's option, result in the withholding of future payments and/or return of funds paid under the Contract.

## **11 CONTRACT MODIFICATION**

No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

## **12 SUBCONTRACTORS**

The Contractor may, with prior written permission from the State, enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of neither the Contractor nor the Subcontractor to the State and/or State Agency for any breach in the performance of the Contractor's or Subcontractor duties. Contingent on verification that no Subcontractor has been debarred, the State hereby approves the following Subcontractors to provide or perform any part of the Services under the Contract as provided for in the offer.

(Insert list of subcontractors)

Subcontracts shall not include language which restricts the Contractor's obligation to pay for services performed or materials provided under a subcontract to when the Contractor has been paid under this Contract, except for circumstances where the reason for the lack of payment to the Contractor is due to deficient performance or lack of performance by the particular subcontractor from which the Contractor seeks to withhold payment. In the event a subcontract contains such language in contravention of this requirement, Contractor shall not enforce such language.

Neither the Contractor nor any of its subcontractors shall also contract for services under the separate Quality Assurance/Quality Control (QA/QC) contract entered into by State for program monitoring services. The Contractor shall not contract with any other subcontractor(s) without the express written approval of the State.

## **13 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor and its subcontractors shall abide by the requirements of the following as applicable:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;, as well as all applicable provisions not mentioned are deemed inserted herein.

The Contractor and its subcontractors shall not discriminate unlawfully in its employment practices, and will perform its obligations under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by the Contractor or its subcontractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract or other enforcement action.

#### **14 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Section 109 of Title I of the Housing and Community Development Act of 1974. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

#### **15 GENERAL COMPLIANCE**

The Contractor will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/search/?s=omb+circulars>.

#### **16 FINANCIAL MANAGEMENT**

Contractor shall agree to comply with 2 CFR § 200 and agree to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Indirect costs may not be charged under this Contract.

## **17 DOCUMENTATION AND RECORD KEEPING**

Contractor shall maintain all records required by the Federal regulations specified in 44 CFR §13.42, 24 CFR §570.506, 24 CFR §570.402, 24 CFR §84.21, and/or 24 CFR §85.21 that are pertinent to the activities to be funded as proposed.

Contractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. The Contractor is responsible for having all Subcontractors retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after the closeout of OCD's federal grant providing the funds for the Contract. Contractor will be notified of the grant closeout date by OCD.

## **18 PROHIBITED ACTIVITY**

Contractors are prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities. The Contractor is responsible for ensuring that all Subcontractors understand and comply with the prohibitions from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

### **18.1 HATCH ACT**

Contractor shall comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **19 CONFLICT OF INTEREST**

In accordance with the conflict of interest provisions and other related regulations contained 2 CFR 100.318(c) or 2 CFR 200.112. the Contractor shall warrant that based on reasonable inquiries and due diligence to the best of its knowledge no member, officer, or employee of Contractor, or agents, consultant, member of the governing body of Contractor or the locality in which the program is situated, or other public official who exercises or has exercised any functions or responsibilities with respect to this Agreement during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Agreement or in any activity or benefit, which is part of this Agreement.

However, upon written request of Contractor, the State may agree in writing to grant an exception for a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for exception shall be made by Contractor which would, in any way, permit a violation of State or local law or any statutory or regulatory provision.

With respect to legal services provided under this Contract, the attorney(s) and law firm providing such services shall deem the State to be within the scope of that professional relationship such that the State can rely upon the opinions and work product of the subcontractor as if the State were the direct contracting party and conflicts determinations of the subcontractor shall treat the State as if it were the

client of the subcontractor. With respect to conflicts of interest governed by the Louisiana Rules of Professional Conduct, requests by the attorney(s) or law firm for written waivers of conflict of interest shall be directed to OCD. Execution of this Agreement shall not constitute a waiver to any existing or future conflicts of interest, actual or perceived, under the Louisiana Rules of Professional Conduct, unless previously executed by OCD. If requested by OCD, the firm shall report exclusively to OCD.

## **20 LABOR STANDARDS**

Contractor shall agree to comply with the requirements of 29 CFR Part 5 and CFR Part 30 and shall be in conformity with Executive Order 11246, entitled "Equal Employment Opportunity; Copeland "Anti-Kickback" Act (29 CFR Part 3), the Davis-Bacon and Related Acts (29 CFR Parts 1, 3 and 5), the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.), 24 CFR 570.603, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

## **21 CLOSE-OUTS**

Contractor shall agree to comply with the federal requirements for project closure. Contractor's obligation to OCD shall not end until all close out requirements are complete. These may include but are not limited to:

1. Final performance or progress report
2. Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF 271) (as applicable)
3. Final request for payment (SF 270) (if applicable)
4. Invention disclosure (if applicable)
5. Federally-owned property report
6. Disposing of program assets

## **22 INSURANCE**

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-: VI. This rating requirement shall be waived for Worker's Compensation coverage only.

### **Contractor's Insurance:**

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the total Contract amount.

### **Minimum Scope and Limits of Insurance**

**Workers' Compensation:** Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

**Commercial General Liability Insurance:** Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$5,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

**Professional Liability (Errors and Omissions):** Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this Contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

**Automobile Liability:** Automobile Liability Insurance shall have a minimum combined single limit per accident of \$2,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

**Cyber Liability:** Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this Contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the Contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

**Crime Insurance, which incorporate fidelity bond insurance:** Contractor or any subcontractor involved in the handling of State or federal funds shall be required to maintain Commercial Crime Insurance in the amount of not less than \$5,000,000. Such insurance shall provide coverage for claims due to employee dishonesty forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall include the State as a joint loss payee as its interests may appear. Evidence of insurance shall be in the form of a standard ACORD form certificate of insurance. Upon request, the State reserves the right to obtain a certified copy of the applicable insurance.

#### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by OCD. The Contractor shall be responsible for all deductibles and self-insured retentions. For purposes of this contract, the Contractor may carry deductibles in the amount for \$250,000 or less.



## 22.1 OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

- A. Commercial General Liability, Automobile Liability, and Cyber Liability Coverages** – OCD, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to OCD.

The Contractor's insurance shall be primary as respects the OCD, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the OCD shall be excess and non-contributory of the Contractor's insurance.

- B. Workers' Compensation and Employers Liability Coverage** – To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the OCD, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the OCD.

- C. All Coverages** – All policies must be endorsed to require 30 days written notice of cancellation to the OCD. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify OCD of policy cancellations or reductions in limits.

The acceptance of the completed work, payment, failure of the OCD to require proof of compliance, or OCD's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.

The insurance companies issuing the policies shall have no recourse against the OCD for payment of premiums or for assessments under any form of the policies.

Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the OCD, its officers, agents, employees and volunteers.

- D. Acceptability of Insurers** – All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

- E. Verification of Coverage** - Contractor shall furnish OCD with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by OCD before work commences and upon any contract renewal or insurance policy renewal thereafter.

The Certificate Holder shall be listed as follows:

State of Louisiana

Office of Community Development, Its Officers, Agents, Employees and Volunteers

617 N. Third Street, 6<sup>th</sup> Floor

Louisiana ) Program Management Selected Services -- Emergency Coronavirus Assistance Programs

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. OCD reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the OCD, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

- F. Subcontractors** - Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. Exceptions to the insurance requirements prescribed herein may be made with the written approval of OCD. Contractor shall furnish OCD with Certificates reflecting proof of required coverage for all first tier subcontractors. OCD reserves the right to request copies of all subcontractor's Certificates at any time.

## **23 APPLICABLE LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

## **24 DRUG-FREE WORKPLACE REQUIREMENT**

Contractor and Subcontractors will certify that they have provided a drug-free workplace in compliance with The Drug-Free Workplace Act of 1988 (42 U.S.C. 701).

## **25 OWNERSHIP OF DOCUMENTS**

All records, reports, documents, or other material or data, including electronic data, related to this Contract and/or obtained or prepared by Contractor, and all repositories and databases compiled or used, regardless of the source of information included therein, in connection with performance of the Services contracted for herein shall become the property of the OCD, and shall, upon request, be returned by Contractor to the OCD at termination or expiration of this Contract. Cost incurred by Contractor to compile and transfer information for return to the OCD shall be billed on a time and materials basis, is subject to the maximum amount of this Contract. Software and other materials owned by Contractor prior to the date of this Contract and not related to this Contract shall be and remain the property of Contractor. The OCD will provide specific project information to Contractor necessary to complete Services described herein.

All records, reports, documents and other material delivered or transmitted to Contractor by the OCD shall remain the property of the OCD and shall be returned by Contractor to the OCD, upon request, at termination, expiration or suspension of this Contract.

## **26      DELAY OR OMISSION**

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein

or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

## **27      ELIGIBILITY STATUS**

Contractor, and each tier of Subcontractors, shall certify that it is not on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth in 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

## **28      LEGAL AUTHORITY**

Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this Agreement, receive funds, authorized by this Agreement and to perform the services the Contractor is obligated to perform under this Agreement.

## **29      ENERGY EFFICIENCY**

Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act to the extent applicable to Contractor and its Subcontractors. The OCD will provide such standards and policies to Contractor as a pre-condition of this stipulation.

## **30      COVENANT AGAINST CONTINGENT FEES**

Contractor shall warrant that no person or other organization has been employed or retained to solicit or secure this Agreement upon contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

## **31      CODE OF ETHICS/DISASTER RECOVERY CONTRACT PROHIBITIONS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the Performance of services called for in this contract. The Contractor agrees to immediately notify the state if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

In addition to the Louisiana Ethics Code, the Contractor and all its subcontractors must additionally comply with R.S. 42:114.3, which prohibits participation (either directly or through a subcontractor relationship) in the Contract by any statewide elected officials, legislators, the commissioner of administration, and the chief of staff or executive counsel to the governor, and any of their spouses, and any corporation, partnership, or other legal entity in which any such person owns at least 5%. Compliance of a subcontractor will be determined based on the value of the Contract between the State and Contractor.

### **32 SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

### **33 ENTIRE AGREEMENT CLAUSE**

This contract, together with the SFO and addenda issued thereto by the State, the offer submitted by the Contractor in response to the State's SFO, and any exhibits specifically incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter.

### **34 ORDER OF PRECEDENCE**

This Contract shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the Contract, excluding the SOLICITATION FOR OFFERS, its amendments and the Offer; second priority shall be given to the provisions of the SOLICITATION FOR OFFERS and its amendments; and third priority shall be given to the provisions of the Offer.

### **35 NOTICES**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission. All such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To OCD:  
Executive Director  
Division of Administration  
Office of Community Development  
Disaster Recovery Unit  
P.O. Box 94095  
Baton Rouge, LA 70804

To Contractor:

---

---

---

---

---

### **36 NO THIRD PARTY BENEFICIARIES**

This Contract does not create, nor is it intended to create, any third party beneficiaries or contain any stipulations pour autrui. The State and the Contractor are and shall remain the only parties to this Contract and the only parties with the right to enforce any provision thereof and shall have the right, without the necessity of consent of any third party, to modify or rescind this Contract.

The services under the Contract and all reports and deliverables issued hereunder are for the sole use and reliance of the State, unless expressly agreed in writing by the State and Contractor. This section does not affect the indemnity and insurance obligations under this Contract. The warranty requirements under Solution 1 (Turnkey) situations are not limited by this Section.

### **37 PUBLIC COMMUNICATIONS**

The Contractor shall not issue or participate in any public communications, public meetings, or communications with elected officials or their representatives regarding the Program and/or Contractor's activities under this Contract without the prior consent of OCD. All publications, press releases, articles, media requests/interviews or other forms of public communication must be submitted to OCD for approval prior to issuance. Furthermore, the Contractor must receive prior written approval from OCD prior to participating in oral presentations or presenting/distributing printed materials regarding the Program and/or the Contractor's activities under this Contract at any conferences, symposiums or topical meetings/gatherings of a similar nature.

The Contractor shall coordinate activities regarding the Program with the relevant OCD personnel, such as OCD personnel in environmental, labor, monitoring and compliance, legal and finance sections.

The Contractor shall not have any communication with federal or other state and/or local government agencies regarding the Program and/or the Contractor's activities under this Contract without the prior consent of OCD.

Any breach of the aforementioned terms and conditions shall constitute grounds for immediate termination of this Contract and the Contractor's forfeiture of outstanding financial obligations pursuant to the Program and the Contractor's activities under this Contract.

### **38 SAFETY**

Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages or property, either on or off the worksite, which occur as a result of its performance of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by 29 CFR 1925, shall be observed and Contractor shall take or cause to be taken such additional safety and health measures as Contractor may determine to be reasonably necessary.

Contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles and that ban text messaging while driving, and to otherwise decrease distracted driving.

### **39 COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to Contractor for copyright purposes. Any such material produced as a result of this Contract that might be subject to copyright shall be the property of the OCD and all such rights shall belong to the OCD.

### **40 PROVISION REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either Party the Contract shall forthwith be amended to make such insertion or correction.

### **41 NO AUTHORSHIP PRESUMPTIONS**

Each of the Parties has had an opportunity to negotiate the language of this Contract in consultation with legal counsel prior to its execution. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Contract, including but not limited to any rule of law to the effect that any provision of this Contract shall be interpreted or construed against the Party that (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Contract and any successor to a signatory Party.

### **42 ADVERTISING**

The Contractor shall not refer to the Contract or the Contractor's relationship with the State hereunder in commercial advertising or press releases without prior approval from the Division of Administration.

Under no circumstances shall advertising or other communications with the media be presented in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed by the State.

### **43 WAIVER OF NON-COMPETITION ENFORCEMENT**

Contractor agrees to waive enforcement of each and every contract provision it may have restraining of Contractor's employees, any tier of subcontractors, or any of their employees, from employment or contracting with the State or any contractor/subcontractor thereof.

### **44 INDEPENDENT ASSURANCES**

The OCD may also require the Contractor and /or subcontractors, if performing a key internal control, to submit to an independent SSAE 18 SOC 1 and/or type II audit of its internal controls and other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. The audit contractor will conduct tests and render an independent opinion on the operating effectiveness of the controls and procedures.

When required by OCD, the contractor shall be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV &V), and other internal project/program reviews and audits.

These audits will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the independent audit. The audit contractor will submit to the OCD and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit contractor's tests of the operating effectiveness of controls.

The Contractor must have a completed audit engagement letter within twelve (12) months of the contract start date. The Contractor shall supply the OCD with an exact copy of the report within thirty (30) calendar days of completion. When required by the State, such audits may be performed annually during the term of the contract. The Contractor shall agree to implement recommendations regarding Contractor

procedures and operations as suggested by the audits within three months of report issuance at no cost to the State. The cost of any such required audit will be paid by OCD as an Other Direct Cost.

#### **45 CONTRACTOR'S COOPERATION**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. The Contractor shall not limit or impede the State's right to audit and shall not withhold State-owned documents.

#### **46 E-VERIFY**

Contractor acknowledges and agrees to comply with the provisions of La. R.S. 38:2212.10 and federal law pertaining to E-Verify in the performance of services under this Contract.

#### **47 PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R. S 39:1602.1, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this Contract, refrain from a boycott of Israel.

The State reserves the right to terminate this Contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the Contract.

#### **48 CYBERSECURITY TRAINING**

In accordance with La. R.S. 42:1267(B)(3) and the State of Louisiana's Information Security Policy, if the Contractor, any of its employees, agents, or subcontractors will have access to State government information technology assets, the Contractor's employees, agents, or subcontractors with such access must complete cybersecurity training annually, and the Contractor must present evidence of such compliance annually and upon request. The Contractor may use the cybersecurity training course offered by the Louisiana Department of State Civil Service without additional cost or may use any alternate course approved in writing by the Office of Technology Services.

For purposes of this Section, “access to State government information technology assets” means the possession of credentials, equipment, or authorization to access the internal workings of State information technology systems or networks. Examples would include but not be limited to State-issued laptops, VPN credentials to access the State network, badging to access the State’s telecommunications closets or systems, or permissions to maintain or modify IT systems used by the State. Final determination of scope inclusions or exclusions relative to access to State government information technology assets will be made by the Office of Technology Services.

#### **49      OTHER REMEDIES**

If the Contractor fails to perform in accordance with the terms and conditions of this Contract, or if any lien or claim for damages, penalties, costs and the like is asserted by or against the State, then, upon notice to the Contractor, the State may pursue all remedies available to it at law or equity, including retaining monies from amounts due the Contractor and proceeding against any surety of the Contractor.

#### **50      DUTY TO DEFEND**

Upon notice of any claim, demand, suit, or cause of action against the State, alleged to arise out of or be related to this Contract, Contractor shall investigate, handle, respond to, provide defense for, and defend at its sole expense, even if the claim, demand, suit, or cause of action is groundless, false, or fraudulent. The State may, but is not required to, consult with or assist the Contractor, but this assistance shall not affect the Contractor’s obligations, duties, and responsibilities under this section. Contractor shall obtain the State’s written consent before entering into any settlement or dismissal.

*Balance of this page left blank intentionally.*



THUS DONE AND SIGNED on the date(s) noted below:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**OFFICE OF COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_  
Name: Desiree Honoré Thomas  
Title: Assistant Commissioner  
Date: \_\_\_\_\_

**DIVISION OF ADMINISTRATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR**

## ATTACHMENT III COST OFFER TEMPLATE

### Labor Costs (25 Points)

List the Hourly Rate for each classification, this rate shall be fully burdened and include all travel and project expenses with the exception noted below.

**NO TRAVEL EXPENSE WILL BE PAID FOR FIELD OR OTHER TRAVEL, UNLESS EXPRESSLY ALLOWED AS AN OTHER DIRECT COST. COST OFFERS SHOULD BE BASED ON THE POTENTIAL THAT OCD WILL ONLY ASSIGN CERTAIN TASKS OF THE PROGRAM, AND A SELECTED OFFEROR MAY NOT BE THE EXCLUSIVE PROVIDER OF THAT SERVICE.**

**Instructions:** The Offeror shall fill out Attachment III, Cost Offer Template in its entirety and shall include it in the cost offer. All cost information should be reflective of the Offeror's approach and methodology. All labor category rates and other direct costs are subject to written approval by the State. If any part of the Cost Offer Template, Attachment III is:

- Left blank;
- Multiple prices are proposed for any hourly rate; or
- Any changes are made to wording in the Cost Template,

**THE OFFER WILL BE CONSIDERED NON-RESPONSIVE.**

NOTE: Failure to complete this Attachment III, Cost Offer Template, will result in the disqualification of the Offer.

JOB CLASSIFICATION <sup>1</sup>	WEIGHTING FACTOR <sup>2</sup> (f)	HOURLY RATE <sup>3</sup> (rate)	WEIGHTING FACTOR TIMES HOURLY RATE <sup>4</sup> (f) x (rate)
Program Director	1.0	\$	\$xxxxxxxxxxx
Senior Manager	2.0	\$	\$xxxxxxxxxxx
Manager	8.0	\$	\$xxxxxxxxxxx
Case Manager 3	20.0	\$	\$xxxxxxxxxxx
Case Manager 2	20.0	\$	\$xxxxxxxxxxx
Case Manager 1	5.0	\$	\$xxxxxxxxxxx
Project Manager/Subject Matter Expert (as needed)	10.0	\$	\$xxxxxxxxxxx
IT Service Desk Technician	0.5	\$	\$xxxxxxxxxxx
IT Consultant	1.5	\$	\$xxxxxxxxxxx
IT System Analyst	0.5	\$	\$xxxxxxxxxxx
Clerical/Administrative Assistant	0.5	\$	\$xxxxxxxxxxx
		<b>TOTAL</b>	\$xxxxxxxxxxx

<sup>1</sup> See Section 2.5 Staffing, for requirements of each of the job classifications listed above.

<sup>2</sup> Weighting factors and weighted hourly rates are for scoring purposes only.

<sup>3</sup> Hourly Rates proposed by each Offeror for work time for each job classification.

<sup>4</sup> TOTAL WEIGHTED HOURLY RATE: (To be calculated by OCD)

All Contractor staff will be paid the hourly rates listed, or lower negotiated rates.

## ATTACHMENT IV: STAFFING PLAN TEMPLATE

For each labor category, provide the estimated Full Time Equivalent (FTE) for the Program for the first 12 months. When determining staffing levels, the Contractor must anticipate that personnel will work a maximum of 40 hours per week onsite to complete the assigned tasks. Key personnel and operational staff are expected to be available to OCD Monday-Friday 8am-5pm, excluding State holidays. All employees who work greater than six hours in a day are required to take a minimum 30 minute lunch break, which will not be compensated by OCD. The offers should be based on this requirement. All personnel are required to certify their time and allocate their time to specific activities, consistent with the billing template approved by OCD. These time sheets must also include supervisory approval. Any hours in excess of 40 hours per week, 10 hours a day or hours worked on weekends require prior approval by the State and/or State Program Manager (SPM) and proof of payment to the personnel who work the excess hours.. See Proposed Program Schedule and Budget section in Section 1.8.5 Approach and Methodology for further details.

Program Operations and Administration *	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Program Director												
Senior Manager												
Manager												
Case Manager 3												
Case Manager 2												
Case Manager 1												
Project Manager/Subject Matter Expert												
IT Service Desk Technician												
IT Consultant												
IT System Analyst												
Clerical/Administrative Assistant												
TOTAL												

\*No additional Job titles may be added and no changes to Job Titles may be made in the table.